

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1 of 87
2. Contract No.		3. Solicitation No. DAAE07-03-R-T014		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2003APR01	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By TACOM AMSTA-AQ-ADEAP WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL			Code W56HZV	8. Address Offer To (If Other Than Item 7) US ARMY TACOM ACQUISITION CENTER E-MAIL ATTN: AMSTA-AQ-DE / BID OPENING WARREN, MI 48397-5000 E-MAIL: OFFERS@TACOM.ARMY.MIL		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** _____ **until** 11:00am **(hour) local time** 2003MAY01 **(Date).**

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name DEBBIE PETERMAN E-mail address: PETERMAD@TACOM.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (586) 574-6360
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ **calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)			17. Signature
15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer			18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item
24. Administered By (If other than Item 7) Code		25. Payment Will Be Made By Code	
SCD PAS ADP PT		27. United States Of America _____ (Signature of Contracting Officer)	
26. Name of Contracting Officer (Type or Print)		28. Award Date	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

ACKNOWLEDGE ALL THE AMENDMENTS YOU HAVE RECEIVED BY IDENTIFYING THE AMENDMENT NUMBER AND AMENDMENT ISSUE DATE IN THE SPACE BELOW.

AMENDMENT NUMBER	AMENDMENT ISSUE DATE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE07-03-R-T014 MOD/AMD</p>	<p align="center">Page 3 of 87</p> <p align="center">REPRINT</p>
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Name of Offeror or Contractor:

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	TACOM EXECUTIVE SUMMARY - ALTERNATE 1	MAR/1998

a. REQUIREMENTS. The U.S. Army Tank-automotive and Armaments Command is soliciting offers to supply the 600 GPH Reverse Osmosis Water Purification Unit (ROWPU).

b. PROCUREMENT. This is a Total Small Business Set-Aside procurement. It is a Firm-Fixed-Price, 5-year Indefinite Delivery-Indefinite Quantity (IDIQ) type contract. The Government plans to award a single contract to the successful offeror. The guaranteed total contract minimum quantity is 16 each and the maximum quantity is 200 each. The Government may order a minimum quantity of 1 each on an individual delivery order. The "unit prices" shall be used in the placement of future firm-fixed-price delivery orders.

(1) FAT Units. There are 3 First Article Test (FAT) Units. One (1) of the test units will become the manufacturing standard and be shipped as the last unit under the contract. The remaining two (2) first article units will be submitted to the Government for acceptance following testing and refurbishment, if appropriate, and shall be considered part of the First Ordering Year quantity. The Government intends to award a contract for the FAT items concurrently with the basic contract award.

(2) CDRL Items. Contract Data Requirements List (CDRL's) items SHALL NOT be priced separately. The price of CDRL's shall be included in the appropriate Clin/Sub-Clin price.

(3) Test Costs. The cost of all required testing efforts SHALL be included in your proposal. DO NOT assume that a test waiver will be granted at a later time.

(4) Transportation costs will not be evaluated for this action in accordance with FAR 52.247.50.

c. BEST VALUE. This solicitation will be evaluated using Best Value contracting approaches, reference Section M. The Government reserves the right to award this contract without conducting discussions. The total evaluated price will be comprised of the total cost for the First Article Test units, the First Article Test Effort and Report, and the total cost for the First-Fifth Ordering Periods using the estimated quantities specified in Schedule B. The Government reserves the right to make no award as a result of this solicitation if upon evaluation, none of the proposals are deemed likely to meet the schedule or technical requirements at an acceptable level of risk and/or price. Additional consideration WILL NOT be given for proposals that exceed the Government's stated requirements.

d. QUANTITY. This is a 5 Year Indefinite-Delivery Indefinite-Quantity (IDIQ) type contract. The estimated quantity is based on current available funding. The actual quantities are variable during actual contract performance depending on fund availability and requirements. The current total estimated quantity is 93.

e. TECHNICAL DESCRIPTION. There are requirements for three model types: Type I - Trailer Mounted Army version, Type II - Skid Mounted Air Force version, and Type III - Skid Mounted Navy/Marine Corp version. See Section J Attachments for Technical Data Package and Purchase Description. Test waivers may be approved after award based on the submission of appropriate documentation and an adequate cost adjustment proposal for the test waiver action. Applicable NSN's follow:

- Type I: 4610-01-193-4349
- Type II: 4610-01-193-4348
- Type III: 4610-01-195-6297

f. GENERAL. The 600 GPH ROWPU is a mobile water purifying system that supplies potable water for troops in the field and potable water for support equipment. A Technical Data Package and Purchase Description fully describe the three models and will be acquired in this action. The US Army is the executive agent for water systems for all DOD components. The Army, Air Force, Navy, Marines, and FMS customers utilize the 600 GPH ROWPU. The 600 GPH ROWPU is a mature fully sustainable system with more than 1,200 units fielded. The system was type classified standard in 1992.

g. BASIS FOR AWARD. The award of this contract will be made to that responsible offeror whose proposal represents the best value to the Government based on the criteria set forth in Section M. In order to determine the best value, the Government will evaluate three areas: Past Performance, Price, and Small Business Participation.

h. REJECTION OF OFFERS. The Government may reject any proposal which:

- (1) Merely offers to perform work according to the RFP terms or states the offeror is able to comply, without elaboration.
- (2) Is unrealistic in terms of technical or schedule commitments, is unrealistically high or low in price, reflects an inherent lack of technical competence, or indicates a failure to comprehend the complexity and risks involved.
- (3) Is materially unbalanced as to price. An offeror is materially unbalanced as to price when, in the judgment of the Procuring Contracting Officer (PCO), it cites prices that are significantly less than cost for some work, and significantly more than cost for other work.

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i.. UNIQUE ASPECTS OF THIS SOLICITATION. The solicitation will be evaluated utilizing an informal source selection evaluation team to determine the best value for the Government. The tradeoff process allows the Government the flexibility to select the best value offer, which may not always be the lowest price.

j. NOTICE REGARDING FILL-INS. Please note that this solicitation, including Section K, contains several clauses and provisions which require you to complete a fill-in or representation. If you don't complete these fill-ins, your offer may be determined ineligible for award. So please be careful to read and complete each clause and provision.

k. NOTICE REGARDING CAGE CODE. DFARS provision 252.204-7001 requires you to include your Commercial and Government Entity (CAGE) code in block 15A on page one (1) of this solicitation, along with your name and address. If it will not fit in the space provided in block 15A please insert it here:_____

1. OTHER KEY FEATURES OR REQUIREMENTS OF THIS SOLICITATION:

(1) Required Copies in Response to This Solicitation. To be considered for award, you must electronically return one signed copy of your offer, completed and properly executed, by the time and date shown in Block 9 of the Standard Form 33 (SF33) IAW requirements stated in Section L.

(2) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. IF YOU SUBMIT AN OFFER FOR LESS THAN THE MINIMUM QUANTITY SOLICITED OR FOR MORE THAN THE MAXIMUM QUANTITY, YOUR OFFER SHALL NOT BE CONSIDERED FOR AWARD.

(3) Notice Regarding Bar Code Marking. Please note that a requirement for bar code marking applies to shipments made under the contract/delivery orders that will result from this solicitation. Refer to the clause entitled BAR CODE MARKING in Section D of this solicitation. You must include the cost of bar code marking in your proposal.

(4) Acknowledgment of Amendments. Please acknowledge any amendments to this solicitation in the space provided in Section A of SF33. Include the number and date of each amendment. Acknowledgment of all amendments received is important because failure to do so may make your offer ineligible for award.

(5) Question/Problem Resolution. Questions regarding this solicitation should be directed to the person identified in Block 10 of the SF33. Additional sources of information can be found in the following provisions: NOTICE OF TACOM OMBUDSPERSON and HQ AMC-LEVEL PROTEST PROGRAM.

(6) Past Performance. Information is required prior to the solicitation closing date, see Section L for details.

m. Inconsistencies Between the Executive Summary and the Solicitation. This executive summary has been prepared as an aid to you, the potential offeror. We have made every attempt to accurately reflect the requirements and information contained in the balance of this solicitation. However, if you find any inconsistency between this executive summary and the solicitation, please contact the person identified in Block 10 of the SF33.

A-2 TACOM DISCLOSURE OF UNIT PRICE INFORMATION DEC/2002

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

[End of notice]

A-3 52.204-4016 TACOM-WARREN ELECTRONIC CONTRACTING MAR/2001

(TACOM)

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents shall be an attachment or linked to the solicitation package on the web, and/or available on the web page. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirement in the solicitation takes precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post. This viewing software is free, available for download at no cost from commercial web sites like Microsoft and Adobe.

(c) You are required to submit your offer electronically. See Section L for detailed submission instructions. The rules of

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Name of Offeror or Contractor:

Late Bids apply.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.

(e) If you have questions or need help in using the Acquisition Center Web Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted in the solicitation, please call the buyer. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

A-4 52.204-4232 PUBLIC ACTIVITY INVOLVEMENT DEC/2002

Subcontract opportunities under this solicitation and any resulting contracts are open to competition between Department of Defense activities and private firms. In addition, Army Industrial Facilities are available to sell manufactured articles or to perform work at such Facilities on behalf of Offerors, in certain circumstances and as permitted by law. Rock Island Arsenal, Watervliet Arsenal, Anniston Army Depot, Sierra Army Depot, and Red River Army Depot have expressed interest in securing subcontracting opportunities under this RFP. For information related to the capabilities of these facilities, and Points of Contact, see www.gsie.army.mil

[End of Notice]

A-5 52.214-4003 ALL OR NONE MAR/1998
(TACOM)

Offers made in response to this solicitation must be submitted for the ESTIMATED quantity of items identified in the solicitation. The estimated quantities shown for each type for each ordering year are for EVALUATION PURPOSES ONLY.

- (a) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION BASED ON THE CRITERIA IN SECTION M.
- (b) OFFERS FOR LESS THAN THE MINIMUM QUANTITY OR MORE THAN THE MAXIMUM QUANTITY ARE UNACCEPTABLE.

A-6 52.215-4854 PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS JUL/2002
(TACOM) SOLICITATION/REQUEST

TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION. YOU ARE REQUIRED TO SUBMIT YOUR OFFER VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION REGARDING ELECTRONIC OFFERS FOR MORE SPECIFIC INFORMATION.

A-7 52.242-4021 NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS AND CONTRACTUAL JUL/1999
(TACOM) ADMINISTRATION

During the term of this contract, authority may be granted to agencies other than TACOM including Defense Supply Center, Defense Logistics Agency ("DSC/DLA"), Richmond, VA, for placement of delivery orders under this contract. Administration of this contract may also be transferred to other agencies, including DSC/DLA.

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AA	FIRST ARTICLE PRODUCTION - TYPE I NOUN: 600 GPH ROWPU <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin	1	EA		\$ _____
0002	SECURITY CLASS: Unclassified				
0002AA	FIRST ARTICLE PRODUCTION - TYPE II <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT:	2	EA	\$ _____	\$ _____
0003	SECURITY CLASS: Unclassified				
0003AA	FIRST ARTICLE TEST EFFORT AND REPORT NOUN: 600 GPH ROWPU <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT:	1 REPORT		\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	<u>THIRD ORDERING YEAR - TYPE I</u> SECURITY CLASS: Unclassified	EST 5	EA	\$ _____	\$ _____
3002	<u>THIRD ORDERING YEAR - TYPE II</u> SECURITY CLASS: Unclassified	EST 15	EA	\$ _____	\$ _____
3003	<u>THIRD ORDERING YEAR - TYPE III</u> SECURITY CLASS: Unclassified	EST 1	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	<u>FOURTH ORDERING YEAR - TYPE I</u> SECURITY CLASS: Unclassified	EST 5	EA	\$ _____	\$ _____
4002	<u>FOURTH ORDERING YEAR - TYPE II</u> SECURITY CLASS: Unclassified	EST 12	EA	\$ _____	\$ _____
4003	<u>FOURTH ORDERING YEAR - TYPE III</u> SECURITY CLASS: Unclassified	EST 1	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001	<u>FIFTH ORDERING YEAR - TYPE I</u> SECURITY CLASS: Unclassified	EST 5	EA	\$ _____	\$ _____
5002	<u>FIFTH ORDERING YEAR - TYPE II</u> SECURITY CLASS: Unclassified	EST 5	EA	\$ _____	\$ _____
5003	<u>FIFTH ORDERING YEAR - TYPE III</u> SECURITY CLASS: Unclassified	EST 1		\$ _____	\$ _____

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	Regulatory Cite	Title	Date
C-1	52.211-4053 (TACOM)	REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)	MAR/2000

(a) The purchase description(s) and Technical Data Package(s)(TDP) for this solicitation may incorporate one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications, which are identified in paragraph (b) of this clause), are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. This tailoring language affects packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply. Other specifications and standards affected are:

- (1) V-T-285
- (2) MIL-C-53072
- (3) MIL-M-81594
- (4) MIL-R-6105
- (5) MIL-S-8660

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

(d) Specification MIL-W-5665, references FED-STD-191, Method 1200, has requirements for the use of CIODS, you shall use the following guidance to eliminate the CIODS requirements:FED-STD-191, Method 1200,paragraph 5.1 gives the option for the specimen to be washed in or extracted with 1,1,1-trichlororethane, ether or alcohol. You shall use ether or alcohol in the performance of this contract, do not use 1,1,1-trichloroethane.

C-2	52.246-4053 (TACOM)	USE OF MIL-STD 1916	JAN/2001
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The Government will not accept lots whose samples submitted for acceptance contain nonconformances unless appropriately documented and approved by the contracting officer. The contractor shall use MIL-STD-1916, DOD Preferred Methods of Acceptance of Product. The Verification Level (VL) shall be VL IV for major characteristics and VL II for minor characteristics. MIL-HDBK-1916 provides guidance on the use of MIL-STD 1916. This handbook is not contractually binding.

C-3	52.211-4008 (TACOM)	DRAWING LIMITATIONS	NOV/2002
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(a) The drawings supplied with this contract are not shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:

- (1) depict the completed (item(s), and
- (2) serve as the basis for inspection of the completed item(s).

(b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.

(c) YOU ARE RESPONSIBLE for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.

(d) The Contractor agrees that he has obtained all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. The contractor is responsible for having all drawings and specifications. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the

Name of Offeror or Contractor:

solicitation closing date.

(e) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

C-4	52.211-4021 (TACOM)	WELDING SYMBOLS - CLARIFICATION OF GROOVE WELDING SYMBOL	APR/1995
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You must interpret welding symbols in accordance with AWS A2.4, except in the case of groove welds. In the case of groove welds, if the drawing doesn't specify an effective throat and/or weld size, interpret the dimension to the left of the groove welding symbol to mean both depth of preparation and effective throat/weld size.

C-5	52.246-4014 (TACOM)	SUPPLEMENTAL STATEMENT OF WORK: C = 0 SAMPLING PLAN	OCT/1995
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(a) The following contract requirements replace all requirements for AQL-based sampling plans that appear in this contract's Technical Data Package (TDP) or specification, to include MIL-STD-105.

(b) The Government does not intend to accept non-conforming products from you unless appropriately documented and approved in advance, in accordance with this contract. To accomplish this objective you will perform the contract using the C = 0 Sampling Plan in paragraph (f) of this clause.

(c) One or more of the specifications, drawings and Quality Assurance Provisions (QAPs, QARs, SQAPs) contained in this contract require sampling in accordance with MIL-STD-105. MIL-STD-105 has been cancelled. Therefore, use the C = 0 Sampling Plan contained in this clause in lieu of MIL-STD-105 and any other Acceptable Quality Level (AQL)-based sampling plans required or referenced in the contract's drawings or specifications.

(d) You will use the C = 0 Sampling Plan for inspection of purchased and manufactured material where sampling plans are applied. You also will implement these requirements with your suppliers as new purchase orders are released in order to perform this contract.

(e) You may request approval of an alternative to this C = 0 Sampling Plan by writing to the Procuring Contracting Officer (PCO). Any such written request must describe the proposed alternative plan in sufficient detail so that the PCO can evaluate your proposal. No such alternative has been accepted or approved until it has been formally accepted by the Procuring Contracting Officer, by means of a modification to this contract.

(f) The following chart, together with the annotations and notes that appear below it, apply in lieu of AQL requirements. Note that the "AQL" levels given at the top of the chart are for reference only.

C = 0 SAMPLING PLAN*								
AQL Lot Size	Major Tightened	Major Start		Minor Tightened	Minor Start			
	.65	1.0	1.5	2.5	4.0	6.5	10.0	S2N
2 - 8	ALL	ALL	ALL	5	3	2	2	2
9 - 15	ALL	13	8	5	3	2	2	2
16 - 25	20	13	8	5	3	3	2	2
26 - 50	20	13	8	5	5	5	3	3
51 - 90	20	13	8	7	6	5	4	3
91 - 150	20	13	12	11	7	6	5	3
151 - 280	20	20	19	13	10	7	6	3
281 - 500	47	29	21	16	11	9	7	3
501 - 1200	47	34	27	19	15	11	8	3
1201 - 3200	53	42	35	23	18	13	9	3
3201 - 10000	68	50	38	29	22	15	9	9
10001 - 35000	77	60	46	35	29	15	9	9
35001 - 150000	96	74	56	40	29	15	9	9
150001 - 500000	119	90	64	40	29	15	9	9
500001 and Over	143	102	64	40	29	15	9	9

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Major									
Lots Accepted	--*-->	--5-->	--5-->	--5-->	--5-->	--5-->	--5-->	--5-->	
Lots Rejected	100% insp	<--4--	<--1--	<--1--	<--1--	<--1--	<--1--	<--1--	<--1--
Minor									
Lots Accepted		N/A	N/A	--*-->	--5-->	--5-->	--5-->	--5-->	
Lots Rejected		N/A	N/A	100% insp	<--4--	<--1--	<--1--	<--1--	<--1--

N/A = Not Applicable

- * Accept lot on 0 defects and reject lot on 1 defect.
- * Characteristics identified as Major initially start at 1.0 AQL. Characteristics identified as Minor initially start at 4.0 AQL. However, the Historical record of accepted/rejected lots shall be used to determine the applicable sampling starting point.
- * Level of inspection may be reduced 1 AQL for every 5 consecutive accepted lots.
- * Level of inspection shall increase 1 AQL for every rejection to maximum of 1 AQL tighter than the starting AQL (i.e. Major Tightened = .65 AQL and Minor tightened = 2.5 AQL).
- * 100% inspection shall be instituted if 4 lots are rejected, before 5 consecutive lots are accepted, while under tightened inspection.
- ** Move from 100% inspection to tightened after the cause for rejection has been identified and corrective action to eliminate the cause(s) and prevent its recurrence has been implemented.

C-6 through C-14 Reserved

C-15 SYSTEM DESCRIPTION

The 600 GPH ROWPU is a mobile water purifying system that supplies water for troops in the field and potable water for support equipment. There are three versions: Type I, a trailer mounted Army version; Type II, a skid mounted Air Force version; and Type III, a skid mounted Navy/Marine Corp version.

C-16 INTEGRATED PRODUCT TEAM

The Contractor and the Government shall use an Integrated Product Team (IPT) as the primary management tool for monitoring the status of the effort described in this contract. The IPT shall provide a means for coordinating and monitoring schedules and technical performance. IPT members shall include personnel designated by the Contractor, the Government Program Office, the Procuring Contracting Officer, DCMA, and other personnel designated by the Government, that may include Government support contractors.

C-17 PARTNERING

C-17.1 In an effort to effectively accomplish this Contract, the Government proposes to participate in a concept called "partnering" with the Contractor. This cooperative relationship strives to draw on the strengths of each organization in an effort to achieve a quality product, at the prices offered on the schedule. The effort is bilateral in make-up and participation is totally voluntary.

C-17.2 The partnering effort conveys no legally enforceable rights or duties. Any changes to the Contract shall be made by written agreement of the parties under the terms of the Contract. Rather, the partnering concept is a team relationship that promotes the achievement of mutually beneficial goals. The partnering effort shall be governed by the principles and procedures as mutually agreed to by the parties.

C-17.3 Should the Contractor and the Government agree to voluntarily enter into a partnering relationship, the parties shall follow the guidance in the Army Materiel Command Guide: "Partnering for Success". The guide is located on the Internet at <http://acqnet.sarda.army.mil/acqinfo/bluprint/bluprnt.htm>.

C-18 ACQUISITION REQUIREMENTS

C-18.1 General. The Contractor shall furnish all supplies and services that are necessary to accomplish this Contract for the items set forth in Section B, the Delivery Orders, or elsewhere in the Contract. The contractor shall supply all hardware and documents necessary to satisfy the requirements of the Tech Data Package: 600 ROWPUALL 97403 dated 2/9/00, Attachment B changes, and Purchase Description ATPD 2329, Revision E, also referred to as PD 2329, (Attachment C).

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C-18.2 Order of precedence. The contractor shall build the units in accordance with Technical Data Package (TDP): 600 ROWPUALL 97403 including Attachment B changes. In addition, Attachment D provides a cross reference of cancelled specifications/standards to the current specifications/standards. The contractor shall test the units in accordance with PD 2329.

C-18.3 Paint Color. The Type I and Type II models shall be Desert Tan 686A, color number 33446 in accordance with FED STD 595. The Type III model shall be Green 383, color chip 34094 in accordance with FED STD-595.

C-18.4 Technical Manual. The contractor shall over pack one hard copy of the Government Furnished Material (GFM) technical manual with each unit prior to shipment.

C-18.5 Generator. For Type I ROWPUS, a Government furnished generator (30kW TQG, NSN 6115-01-274-7389) shall be provided to the contractor. The contractor shall mount this Government Furnished Equipment (GFE) securely on the contractor furnished trailer using the mounting locations shown on the second sheet of 13222E7101, zones 3B and 3C. The Overpack Assembly Drawing (13222E5240) shows the chemical feed can rack (13226E8331), four chemical feed can assemblies (13226E7990, 1-4), the ladder (1322E8342), and the reverse osmosis elements (13226E2212) located in the area where the generator shall be mounted. Therefore, these items shall be relocated and securely stored elsewhere on the ROWPU.

C-18.6 Onion Tanks for Type I ROWPU Only. Overpack Item: Tank assembly, fabric, 3000 gallon, (quantity 3) is described by Purchase Description (PD) 53048 (Attachment E). Tanks are required to be furnished by the contractor as part of the Type I system. This is not a GFE item as described by the overpack assembly drawings (13222E5240 and 13225E8939). Three Onion Tanks shall be delivered with each Type I ROWPU (NSN: 4610-01-193-4349) system. ROWPU Types II and III do not require Onion Tanks.

C-18.7 Calcium Hypochlorite. Calcium Hypochlorite, Find Number 24 on 13222E5240, and Find Number 23 on 13225E8939, shall be shipped separately and packaged in accordance with paragraphs C.14.2.2 and C.14.3.3.

C-18.8. Overpack Materials. Find 139 and 140 (Coupling Half and Dust Cap) on 13222E5240 and Find 138 and 139 on 13225E8939 shall be designated class 2 instead of the class 1 specified on the drawings.

C-18.9 Beakers. Three (3) 250 ml polypropylene beakers, conforming to A-A-51326 shall be provided with the overpack. They are listed as item 144 on drawing 13222E5240 and item 143 on drawing 13225E8939.

C-18.10 Deletions to Overpack. Delete Contamination Avoidance Cover (CAC) requirement Find Numbers 91-93 on drawing 13222E5240 (Attachment A- TDP 600 ROWPUALL). Delete Find Numbers 133-137 on drawing 13222E5240 (Attachment A- TDP 600 ROWPUALL 97403) and Find Numbers 132-136 on drawing 13225E8939 (Attachment A- TDP ROWPUALL).

C-18.11 Loading Plate. Deletions and additions listed in C.4.9 and C.4.10 shall be annotated on the Loading Plan Plate, drawing 13229E0386. The last 3 rows shall be deleted and the row with "3| EA| ADHESIVE-SEALANT, SILICONE | P" shall be replaced with "3| EA| BEAKER, 250 ml | B". Delete 2 "B" locations and a "P" location on the drawing. Additions shall be put in a location "B" shown on the drawing.

C-19 DATA REQUIREMENTS

C-19.1 The Contractor shall deliver all data required under this contract in English by electronic mail (e-mail), in MS Office 95 (or higher) in a Windows compatible format, unless otherwise specified or mutually agreed to between the parties. Alternate delivery methods may include compact discs (CD), floppy diskettes, fax transmissions, or web site postings. The required information shall be furnished to the Government in accordance with the requirements of Section J, Contract Data Requirements.

C-19.2 A separate e-mail message shall be sent for each contract data requirement submission. The data requirement shall be attached to the e-mail message, if possible. The submission shall be sent to the System Acquisition Manager (SAM), the Contract Specialist (buyer), others listed in the particular data requirement, or as mutually agreed to by the cognizant parties.

C-19.3 The Contractor shall prepare data and reports as specified in the applicable Data Item Description (DID), or as described elsewhere in this Contract. Tailored DID's referenced in the Contract are located in Section J of this Contract as attachments. Should the Contractor need to review DID's that are not tailored in the Contract or in Delivery Orders, refer to the database at <http://astimage.daps.dla.mil/online/>. To obtain documents without a cost, click "Quick Search".

C-20 CONFERENCE, REVIEW, or MEETING REQUIREMENTS

C-20.1 The Contractor and the Government shall hold conferences, reviews, and meetings during the contract performance period as outlined below or as specified elsewhere in the contract.

C-20.1.1 Agendas: The Government and the Contractor shall jointly prepare agendas prior to the start of all conferences, reviews, and meetings (including all program reviews, post award conference, start of work meeting, and production readiness reviews). The agendas will be comprised of topics agreed to by the parties and shall be distributed to attendees at least seven (7) days prior to the

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scheduled conference, review, or meeting, or as mutually agreed to by the parties.

C-20.1.2 Minutes: The Contractor shall prepare and distribute minutes for all conferences, reviews, and meetings for which an agenda was prepared. The minutes shall include the identification of items requiring specific actions, response dates, and the responsible person/organization. The minutes shall be delivered for all conferences, reviews, and meetings in accordance with:

CDRL A001, Data Item Description DI-ADM-81250A, Meeting Minutes

C-20.1.3 The Government reserves the right to cancel any scheduled conference, review, or meeting.

C-20.2. Combined Post Award Conference and Start of Work Meeting

The Contractor shall host a combined Post Award Conference and Start of Work Meeting within thirty (30) days after award of the initial delivery order. This meeting shall be held at the Contractor's facility or as agreed to between the parties. Arrangements for the meeting shall be made between the Contractor and the Administrative Contracting Officer (ACO), who will coordinate with the buying office. The purpose of the conference and meeting is for the Contractor to brief the contract completion plan for both hardware and data items. The meeting shall provide a forum for the Government to answer questions concerning specific requirements. The parties shall mutually agree to agenda items. The Contractor and Government shall exchange a list of desired agenda items within fifteen (15) days prior to Start of Work meeting, or as agreed to by the parties. The Government and Contractor shall exchange a personnel contact list, to include name, title, phone number, and electronic mailing address, during the start of work meeting.

C-20.3 Program Reviews

The Contractor shall prepare and present Program Reviews quarterly during the first performance period at the Contractors facility, or as agreed to between the parties. Follow-on program reviews shall be held annually alternately at TACOM and the Contractors facility, or as agreed to between the parties. The Government reserves the right to request additional meetings whenever required. The initial program review shall be conducted along with the start of work meeting. The topics shall include program status, logistics, engineering, schedule, test progress, and production readiness, and any other area of interest.

C-20.4 Production Readiness Reviews (PRRs)

C-20.4.1 Production Readiness Reviews shall be performed to formally evaluate the Contractor's production readiness, identify existing or projected manufacturing problems, and other areas of concern. The Contractor shall demonstrate progress in the following areas: (1) attaining the program's production goals, (2) resolving manufacturing problems (or that a plan for their resolution acceptable to the Government has been developed), and (3) mitigating all production risks.

C-20.4.2. The initial production readiness review shall be conducted at the Contractor's facility during the start of work meeting. At the Government's discretion, production readiness reviews shall be held quarterly during the first program year at the Contractors facility, or as agreed to between the parties. The Contractor and the Government will jointly establish the dates for the review and the agenda prior to the meeting.

C-20.4.3 The agenda of the PRR shall include, as applicable, but not be limited to the following considerations:

- a. Manufacturing Program Status to include the overall manufacturing system and detailed factors such as: manufacturing organization, responsibilities, facilities and equipment manufacturing methods, and production flow.
- b. A status review of production efforts for schedule considerations.
- c. The identity of open production concerns which require additional direction/effort to minimize risk to the production program.
- d. A status review of production engineering efforts, tooling and test equipment demonstrations.
- e. The status of long lead items for production, if any.
- f. The status of quality assurance/control measures.
- g. Status of Government Furnished Equipment (GFE)/Government Furnished Material (GFM).

C-21 CONFIGURATION MANAGEMENT REQUIREMENTS

C-21.1 Configuration management (CM) process. The Contractor's CM process shall consist of internal configuration identification, configuration control, configuration status accounting, and configuration audits. The CM process shall be documented in program management documentation available for Government review. The Contractor shall designate a CM representative to serve as a primary point of contact to the Government for all CM matters.

C-21.2 Configuration Control. The contractor shall implement configuration control methods and procedures, which maintain the integrity and tractability of the established Product Baseline. Changes to the established Product Baseline configuration shall only be made after Government approval of Class I Engineering Change Proposals (ECPs) and Request for Deviations (RFDs), and notification to the Government of Class II ECPs.

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C-21.2.1. Cost Adjustment Proposal. The proposal shall include the costs of all required testing. If the successful offeror is subsequently granted a waiver of all or part of the First Article Test requirements contained in this solicitation/contract, the contract amount will be adjusted accordingly at the time of test waiver approval. Each Configuration Change and Documentation Change Request (including ECPs, NORs, RFDs, and VECs) shall include a cost adjustment proposal. The cost proposal shall include configuration changes and any related cost adjustments, including logistics and packaging changes. Cost and pricing information shall be submitted in sufficient detail to allow for an assessment of reasonableness by the Government in accordance with governing regulations. The profit rate on cost adjustment actions for configuration, logistics, and packaging changes shall be the same rate as proposed/agreed to in the basic contract. The Government shall respond to Change Requests within 30 calendar days of complete submission, or as stated elsewhere in this solicitation if the timeframe is longer.

C-21.3 Engineering Change Proposal (ECP). The contractor shall prepare Engineering Change Proposals (ECPs) in accordance with Attachment F, Data Delivery Description - Engineering Change Proposal. All Class I ECPs shall require Government approval prior to implementing any configuration changes. All Class II ECPs do not require approval, but the Contractor shall notify the Contracting Officer, by means of an ECP, not less than 60 days prior to implementing Class II changes. The Government reserves the right to make the determination of an ECP change classification. Data shall be delivered in accordance with:

CDRL A002, DI-CMAN-80639C, Engineering Change Proposal (ECP).

C-21.4 Notice of Revision (NOR). The Contractor shall generate and submit Notices of Revision (NORs) concurrently with Engineering Change Proposals (ECPs) when technical documentation changes are required. The data shall be prepared in accordance with Section J, Attachment G and delivered in accordance with:

CDRL A003, DI-CMAN-80642C, Notice of Revision (NOR).

C-21.5 Request for Deviation (RFD). The Contractor shall submit Request for Deviations (RFDs) from current approved configuration documentation in accordance with Attachment H, Data Delivery Description - Request for Deviation. Authorized deviations are a temporary departure from the requirements and do not constitute a change in an approved baseline. Where it is determined that a change should be permanent, the Contractor shall submit an ECP. Data shall be delivered in accordance with:

CDRL A004, DI-CMAN-80640C, Request for Deviation (RFD).

C-22 SAFETY ENGINEERING.

C-22.1 Safety Engineering Principles. The contractor shall follow good safety engineering practices in establishing the ROWPU design and operational procedures to include modifications. MIL-STD-882D can be used as a guide in determining whether safety engineering objectives are met. As a minimum, the contractor shall do the following:

- a. Identify hazards associated with the system by conducting safety analyses and hazard evaluations. Analyses shall include both operational and maintenance aspects of the system.
- b. Eliminate or reduce significant hazards by appropriate design or material selection. If hazards to personnel are not avoidable or eliminated, take steps to control or minimize those hazards.

C-23 Environmental Requirements.

C-23.1 The Contractor shall not use asbestos and Class I or Class II Ozone-Depleting Substances without Government approval. The Contractor shall use non-hazardous materials to the maximum extent practicable to manufacture the ROWPU, and shall ensure that the material will support the intended use of the product. Recycled material should be used to the maximum extent possible provided that they do not impact the performance and safety of the final product.

C-23.2 The Contractor shall manage the efforts described by this contract to ensure that all aspects of the contract execution to include, but not limited to the following Contractor activities: design, manufacturing, testing, and storage activities are in compliance with Federal, State and Local environmental regulations and requirements. The Contractor shall notify the PCO immediately if the Government gives any direction that could result in permit violations.

C-23.3 Hazardous Materials Management Program. The Contractor shall establish, implement and maintain a Hazardous Materials Management Program (HMMP) using National Aerospace Standard (NAS) 411, Hazardous Materials Management Program as a guide. The purpose of this program is to eliminate or minimize (where elimination is not possible) hazardous and environmentally unacceptable materials throughout the life cycle of the system to ensure protection of human health and the environment. The Contractor shall maintain a Hazardous Materials Management program that, at a minimum, shall identify and describe the organizational relationships and responsibilities for eliminating hazardous materials, define the process used to identify the hazardous materials utilized in the manufacturing process, and identify all hazardous materials required for system production, and the process/parts that require them. The HMMP shall be discussed at the program review meetings between the government and the contractor.

C-24 Logistics Management Information (LMI) For Provisioning (Changes only). See Section J, Attachment M for information.

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C-24.1 LMI Management Requirements specifies the tasks and actions required for providing the Government a complete range of technical data necessary to ensure logistical support for the 600 GPH ROWPU configuration changes. Technical data shall be (in its final form) a composite listing of the additions to replacement of and changes to original equipment manufacturer (OEM) configuration resulting from Engineering Change Proposals (ECP)/modifications, design changes, deletions, vendor hardware updates, etc.

C-24.2 The Contractor shall ensure that the submitted LMI Data Products are compatible with the Army Commodity Command Standard System (CCSS) Provisioning On Line System (POLS). The data shall be capable of being loaded into Government Provisioning Master Record (PMR) without modification to the data.

C-24.3 The Contractor shall maintain and continuously update their data file with Provisioning Technical Documentation (PTD) Reports. These reports will contain part number changes, Source Maintenance and Recoverability (SMR) Code changes, failure factor changes and additions and/or deletions that occur throughout the contract. The contractor shall ensure that only those items which are repair parts or parts of the end item top down generation breakdown will be loaded into the PMR. All others will be rejected. PTD Reports shall be available for Government review upon request.

C-24.4 Pre-procurement Screening Data (changes only). Upon completion of appropriate logistics analysis for standardization and NSNs, Contractor will conduct pre-procurement screening for all new items to be provisioned. Screening can conform to DOD 4100.38M (Defense Logistics Information System {DLIS} screening) or any other method (Haystack, Parts Master). Contractor screened submittals will reflect current, prime part numbers. All vendor source information identified by the Production Contractors drawings/catalog pages will be screened. Contractor will use repair parts already in the DOD supply system whenever possible. Data shall be prepared in accordance with Section J, Attachment M and delivered in accordance with:

CDRL A005, DI-ALSS-81530, Logistics Management Information (LMI) Summaries, Pre-Procurement Screening

C-24.5 The Government's 600GPH ROWPU legacy Provisioning Contract Control Number (PCCN) C14601, shall be the PMR database for input of additions/replacements/ changes submitted by the contractor. The assigned Provisioning Control Code(s) will be provided at the Start of Work meeting.

C-24.6 Provisioning Parts List (PPL) (changes only). The contractor shall submit a PPL (additions/ replacements/changes only) in a TACOM acceptable digital format. This list, structured at the end item level, shall contain the end item and all additional/replaced/changed support items resulting from the material changes. The list shall include all spare/repair parts, materials, etc., required for the maintenance and operation of the end item. The Government will provide an electronic copy of the PMR within two weeks after Start of Work Meeting. The contractor shall correct all errors/rejects within 15 days after receipt of government notification with no additional charge to the Government. The various methods for contractor delivery of the provisioning data will be discussed at the Start of Work Meeting. The PPL shall contain all tools, test equipment (including built in test), repair kits and repair parts sets required to maintain the end items additional/replaced/ changed support items. The PPL will contain the following data:

- (a) Part Number,
- (b) CAGE (Commercial and Government Entity) Code for all items including tools,
- (c) Item Nomenclature,
- (d) Estimated unit price,
- (e) Quantity per assembly/end item,
- (f) Essentiality Code,
- (g) Source, Maintenance and Recoverability (SMR) Code,
- (h) Shelf Life,
- (i) Failure Factor/Maintenance Replacement Rate I, II, III,
- (j) Hardware descriptive data such as thread diameter, quantity of threads per inch, fastener length, etc.

Information shall be prepared in accordance with Section J, Attachment M and delivered in accordance with:

CDRL A006, DI-ALSS-81529, Logistics Management Information (LMI) Data Products, Provisioning Parts List (PPL)

C-24.7 Design Change Notification (DCN).The Contractor shall submit Design Change Notification (DCN) for those design or part number changes which modify, add, delete or supersede any of the operating, maintenance or repair parts information provided previously for the 600GPH ROWPU. The information shall be provided at a maximum of 30 working days after government ECP approval or a production change decision has been implemented. An approved ECP(s) shall be provided with each DCN submittal as applicable. Information shall be prepared in accordance with Attachment M and delivered in accordance with:

CDRL A007, DI-ALSS-81529, Logistics Management Information (LMI), Design Change Notification (DCN)

C-24.8. Engineering Data for Provisioning (EDFP) (changes only).

C-24.8.1 Engineering Data For Provisioning is technical data used to describe parts/equipment and consists of data such as

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specifications, standards, drawings, photographs, sketches, and descriptions, and the necessary assembly and general arrangement drawings, etc., needed to indicate the physical characteristics, location and function of the item.

C-24.8.2 Engineering Data For Provisioning shall be provided for each item appearing on the PPL, first appearance only, except for items that are documented by Government drawings, specifications or standards, or nationally recognized industry association specifications or standards. As a minimum, the technical documentation must provide the following:

- a. Dimensional, material, mechanical, electrical, and other descriptive characteristics.
- b. Technical identification of items for maintenance of items for maintenance support consideration, to include location within its next higher assembly, i.e., internal location of an electrical component within an engine starter assembly.
- c. If the drawing, commercial literature, specification or standard does not identify the location of the part within the end item, then a sketch or illustration must be attached to that specific document. The technical documentation will be provided on hardcopy and reproducible electronic format.

C-24.8.3 Technical Data submitted as EDPF shall be annotated with CAGE Code and PLISN. On Engineering Drawings, the PLISN will be directly above the nomenclature. On Associated Lists, the PLISN will appear next to the item identification. When an Engineering Drawing or Associated List applies to multiple PLISNs, (Provisioning List Item Sequence Number) all PLISNs will be annotated on the Engineering Drawing or Associated List. The Engineering Drawings and Associated List will be provided in PLISN sequence to be compatible with the PPL. If commercial literature is provided, the CAGE and PLISN will be annotated next to the appropriate manufacturer's part number. The sketch or illustration provided in support of the commercial literature, specification, or standard must also have the PLISN annotated next to the specific item. The Suggested Source (s) of Supply of the original vendor shall be marked in the lower left corner to include: CAGE, Vendor Part Number, Name, and Complete address. Information shall be prepared in accordance with Section J, Attachment M and delivered in accordance with:

CDRL A008, DI-ALSS-81529, Logistics Management Information (LMI) Data Products, Engineering Data for Provisioning (EDFP)

C-24.9 Provisioning Support: A formal provisioning conference will be held at the contractors facility in conjunction with the technical manual verification. The contractor will provide the following as necessary to support the provisioning conference effort.

- a. Hard copies of the PPL in any format acceptable to TACOM CCSS database.
- b. Each line (PLISN) on the PPL will have an accompanying engineering drawing or other supporting documentation as specified.
- c. Facilities and office space.
- d. Mechanic/Engineer to perform disassembly/assembly as required.
- e. Hard copy of the Preprocurement Screening Data.

C-25 Technical Manuals (Changes Only).

C-25.1 The contractor shall deliver to the Government any/all changes/corrections to the 600GPH ROWPU Technical Manuals (TMs). The contractor shall identify/develop and incorporate all publication changes into the existing/current format depicted in the 600 ROWPU technical publications. The contractor shall include in the 600 ROWPU publication changes all approved material/hardware configuration changes resulting from MWOs, DCN/ECP, design changes, and vendor hardware updates etc. Information shall be delivered in accordance with:

CDRL A009, MIL-STD-40051, Technical Manuals, Publications

C-25.2 Technical Manuals listed below shall be changed, as required. The Government Technical Manuals can be accessed in a pdf format at the following LOGSA Website, <<http://www.logsa.army.mil/pubs.htm>>:

TM 10-4610-241-10
 TM 10-4610-241-24
 TM 10-4610-241-24P

C-25.3 Contractor is required to validate the accuracy and usability of all publication deliverables. The Contractor shall follow in accordance to the Department Of Defense Standard Practice, MIL-STD-40051, to ensure technical accuracy. The Government has the right to review validation records and witness validation processes. The Government has the right to verify all publication deliverables. Government reviews and verification may be done through statistical sampling and a mix of desktop review and actual performance; but could include actual performance of all procedures and review of all pages, if deemed necessary by the Government. The Government does not intend to review and verify every page at every review, but relies on complete, careful editing and review by the contractor. If there are indications that the contractor has performed incomplete or inadequate QA reviews, the Government may elect to perform additional reviews and return products for rework at no additional cost to the Government.

C-25.4 The contractor shall provide technical/ engineering support, as required, to aid the Government in the performance the verification effort and recording of the Governments comments at no additional cost to the Government. The contractor shall incorporate

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all Government comments from specification compliance reviews, and Government verification reviews into the final submission of manuals at no additional cost to the Government. Unless otherwise advised by the Governments Contracting Officer, verification by the Government will be held at the contractors facility. The Contractor shall ensure that the unit used for Validation/Verification (val/ver) is ready 30 days after FAT approval. In addition, the Contractor will insure that all mandatory replacement parts, expendable supplies and materials, and common and special tools are on site prior to the start of the val/ver. The Contractor will also provide the following support/items:

- (a) First Article Test (FAT) approved end item.
- (b) Adequate facilities and office space.
- (c) Mandatory replacement parts needed for assembly and disassembly tasks.
- (d) Paper copies of the manual changes (5 sets).
- (e) Expendables supplies and materials.
- (f) Special and common tools.
- (g) Support equipment
- (h) Spare parts consumed or destroyed during any disassembly or assembly process (i.e. gaskets, seals etc)
- (i) Technical support information, to include as a minimum, clarification of operation, troubleshooting, maintenance and repair parts, and special tool list.

C-26 MILITARY PACKAGING DOCUMENTATION

C-26.1 The contractor shall be responsible for monitoring any impact on three (3) types of logistics data requirements. Shipment and Storage Instructions (for the system as a whole), Special Packaging Instructions and, Coded packaging for the spare and repair parts identified during provisioning.

C-26.2 Shipment and Storage (S&S) Instructions.

C-26.2.1 The contractor will be provided current Shipment and Storage Instructions, reference Attachment J. If the contractor makes design changes that affect the system's shipment configuration, weight, or transportability, then the contractor shall revise the shipment and storage instructions accordingly. The contractor shall also provide revisions to the shipment and storage instructions for each logistics change affecting packaging instructions for Basic Issue Items (BII) or Components of the End Item (COEI). The contractor shall revise S&SI to remove the Hazardous Materials from current instructions and to prepare and ship the HAZMAT separately from the ROWPU. Information shall be formatted and delivered in accordance with:

CDRL A010, DI-PACK-80121B, Special Packaging Instructions, Shipment and Storage (S&S) instructions.

C-26.2.2 Compliance with Federal and Industry Transportation Requirements. The Government ships using truck, rail, plane, and ship. The Contractor shall develop shipment and storage instructions and Packaging LMI Data for Spare and Repair Parts for these modes of transportation and identify unique requirements for each mode of transport. This will allow the Government to process for shipment based on the intended mode of transport. The Contractor shall comply with the applicable codes and standards listed here: (1) Code of Federal Regulation Titles 29, 40 and 49, (2) International Maritime Dangerous Goods Code, for vessel transport, and (3) AFMAN 24-204, Preparing Hazardous Materials for Military Air Shipments. The Contractor shall include disassembly procedures to meet the requirements of the codes and standards mentioned above

C-26.2.3 Shipment and storage instruction validation. The contractor shall validate the shipment and storage instruction changes. The purpose of validation is to verify the adequacy of the preservation, packaging, packing and stowage of BII/COEI, preservation procedures for shipment and storage, and the cyclic maintenance requirements for systems in long-term storage. A Government representative will verify and witness your validation procedure.

C-26.2.4 Packaging Instructions for Basic Issue Items. The contractor shall ensure that the shipment and storage instructions include packaging instructions for the Basic Issue Items (BII) and Components of the End Item (COEI). The contractor shall ensure the instructions require that BII shall be packed separately from the COEI.

C-26.2.5 BII and COEI Packaging. The contractor shall identify, in the shipment and storage instructions, provisions for stowage location and security for the BII and COEI. However, HAZMAT COEI will be packaged and shipped separately from the system in accordance with the applicable mode of transport regulation. The contractor shall ensure the stowage locations shall deter pilferage and shall not interfere with lifting, tie down or other transportation handling requirements.

C-26.3 Spare Parts Packaging Requirements.

C-26.3.1 Component Parts Packaging Requirements. The contractor shall be provided the current list of P-coded items, reference Attachment J. The contractor shall provide new or updated packaging data for any P-coded items as a result of additions or changes to the configuration. The contractor shall provide packaging data for those items without packaging data in the Army System and for new items entering the Army Supply system. Any HAZMAT items shall be considered Special Group Items and have packaging designed to meet the requirement of the HAZMAT regulations identified above. Packaging shall be developed in accordance with MIL-STD-2073. All items shall be classified as select group or special group items. The contractor shall provide Logistics Management Information (LMI), Data Products

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for packaging data systems entry, as specified in MIL-PRF-49506, see DI-ALSS-81529. Reference Attachments J, K, and L in Section J.

C-26.3.2 Coded Packaging Data (Select Group Items, reference MIL-STD-2073). The Government will provide the contractor with periodic reports showing status of the program. Data is critical to populating the NSNMDR and the FLIS Government data files and shall be 90% accurate. The contractor will rework submittal errors within 20 days after rejection by the Government. The contractor shall provide the necessary personnel, facilities, equipment, material, and the electronic data interface. The contractor shall include information for each of the items so TACOM can determine the adequacy of the packaging submittal. This includes item drawings and data such as Source, Maintenance & Reliability codes, Unit of Issue codes, Unit of Measure, Measurement Quantity, and copies of applicable Material Safety Data Sheets. The contractor shall furnish item drawings, photo documentation and notes sufficient for reviewing the packaging designs. Information shall be formatted and delivered in accordance with:

CDRL A011, DI-ALSS-81529, Logistics Management Information (LMI) Data Product(s)

C-26.3.3 Special Packaging Instructions (SPI) (Special Group Items, reference MIL-STD-2073). The Contractor will prepare SPIs for each reparable item, each hazardous material item, each fragile, sensitive, critical item, and any item that cannot be adequately packaged/defined as a Select item, following MIL-STD-2073-1D. SPIs shall meet the performance of ASTM D4169, Distribution Cycle 18, Assurance Level I, with Acceptance Criterion 3 (Product is damage free and package is intact). Each SPI submittal shall have a test report, including photographs, attached showing the condition of the package and part before and after the testing. Acceptable photographic evidence shall show the product is undamaged from all angles. SPI shall be in a format that can be viewed, changed, and commented upon. The contractor shall provide read/write access to SPI. All data submitted will be Contractor validated and 95% accurate. The Contractor will rework submittal errors within 20 days after rejection by the Government. Information shall be formatted and delivered in accordance with:

CDRL A012, DI-PACK-80121B Special Packaging Instructions

C-26.3.4 Excluded Items. Excluded items are those items with packaging data already in the TACOM Packaging File "PACQ", FEDLOG, FLIS, and those assigned a Contractor and Government Entity Code (CAGE) of: 1T416, 21450, 80204, 96906, 10060, 24617, 80205, 99237, 80244, 81343, 81346, 81348, 81349, 81352, 88044. Also EXCLUDED are items for: (1) not mission capable supply, (2) depot operational consumption, and (3) not-for-stock supply.

C-26.4 Change Notices.

The contractor shall assess engineering and logistic changes for packaging impact, provide revisions and additions to the packaging information when there is a packaging impact, and provide packaging impact statements with change notices with a 90% accuracy rating. The Government shall verify contractor impact statements.

*** END OF NARRATIVE C 001 ***

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SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4113 (TACOM)	BAR CODE MARKING	SEP/2000

Bar code markings are required on all containers and loose or unpacked items as specified in MIL-STD-129N, paragraph 4.2.3. The bar code symbology shall comply with AIM BC 1. The following shall be bar coded:

- (a) National Stock Number (NSN)/ NATO stock number shall be bar coded on all unit packs and intermediate containers.
- (b) The exterior container shall be bar coded with the NSN/NATO stock number and the contract or purchase order number(including the call number).
- (c) Items that are serial numbered shall have the serial number bar coded.
- (d) Exterior boxes and crates 10 cubic feet and over shall be bar coded on one end of the container as well as on the identification marked side.
- (e) Contractor or vendor-originated shipments destined for outside continental United States(OCONUS) and shipped through the Defense Transportation System(DTS)(transshipment) shall comply with the address marking instructions in DoD 4500.32-R, Volume I, which requires the address markings to be placed on a bar coded DD Form 1387. For these shipments, bar code labels may be affixed to the DD Form 1387 as an alternative to direct bar coding of the DD Form 1387. Destinations such as Hawaii, Alaska, Puerto Rico, Canada, and Mexico are considered OCONUS sites and require bar coded DD Form 1387 address labels, see MIL-STD-129, paragraph 4.3.
- (f) Information and illustrations on bar code markings are contained in MIL-STD-129N and in MIL-HDBK-129.

D-2	52.247-4003 (TACOM)	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS THROUGH THE DEFENSE TRANSPORTATION SYSTEM (DTS) FROM OCONUS CONTRACTOR FACILITIES (F.O.B. ORIGIN)	MAR/2002
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- (a) All shipments to water or air ports for transshipment to (i) destinations in the continental United States (CONUS), or (ii) other areas outside the continental United States (OCONUS), are subject to clearance and documentation procedures in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP).
- (b) Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through the DTS will be marked in accordance with the requirements of MILSTAMP, MIL-STD-129, Military Standard Marking for Shipment and Storage, including bar code markings.

D-3	52.247-4004 (TACOM)	MARKING REQUIREMENTS FOR EXPORT SHIPMENTS	JAN/1991
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Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through air or water terminals to destinations outside the U.S.A. will be marked in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP), and MIL-STD-129, Military Standard Marking for Shipment and Storage. The Contractor agrees to use Government-supplied DD Forms 1387 (Military Shipment Labels) or DD Forms 1387-1 (Military Shipping Tags) for such shipments, as appropriate per the guidance in MIL-STD-129, and agrees to comply with shipping and marking instructions issued by the Administrative Contracting Officer (ACO). The proper marking of export shipments as discussed herein must be accomplished in conjunction with the requirements of FAR 52.247-52, CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS, which is referenced in Section D of this contract.

[End of Clause]

D-4	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	JUL/2002
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ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE

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CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

(D-5 through D-9 Reserved)

D-10 GENERAL PRESERVATION, PACKAGING, AND MARKING REQUIREMENTS

D-10.1.1 All items shall be clean, dry, and preserved in accordance with preservation requirements referenced in Section C-26.2, Shipment and Storage Instructions of the solicitation/contract and approved by the Government.

D-10.1.2 The system shall be prepared for shipment sufficient to protect the item in accordance with either short-term or long-term transport/storage requirements referenced in Section C-26.2, Shipment and Storage Instructions contained in this solicitation/contract. In all cases, Hazardous Material components of the end item (COEI) shall be shipped separately from the system.

D-10.2 Spare/Repair Parts. Each secondary item entering the military distribution system for store, stock and issue shall be preserved in accordance with MIL-STD-2073-1D, minimal packing in accordance with procedures referenced in Section C of this solicitation/contract.

D-10.3 Marking. Marking shall be in accordance with MIL-STD-129N for all shipments entering the military distribution system. Bar coding in accordance with AIM BC 1 is required as specified in MIL-STD-129N for all stock entering the military distribution system.

D-10.4 Software and/or Technical Data. All software and/or technical data developed under this contract shall be packed/packaged to assure arrival at destination without any damage to the item. Software and technical data shall be marked with name and address of consignee and consignor and shall include the contract number.

D-10.5 Technical Manuals. All technical manuals delivered with units under this contract shall be placed inside a waterproof bag.

*** END OF NARRATIVE D 001 ***

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.209-3	FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989))	SEP/1989

(a) The Contractor shall test three (3) unit(s) of Contract Line Item CLIN 0001 as specified in this contract. At least 45 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 360 calendar days from the date of this contract or as otherwise proposed by the contractor and accepted by the Government, to the PCO and ACO.

Marked FIRST ARTICLE TEST REPORT: Contract No. _____; Contract Line Item Number.

Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

TACOM ADDENDUM:

For purposes of this contract, interpret Paragraph (g) above to mean that the PCO hereby authorizes you to purchase all material and components necessary to produce the production quantity.

E-5	52.209-4000	NOTICE REGARDING FIRST ARTICLE TEST SAMPLE (TACOM)	MAR/2000
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(a) The first article items, as described elsewhere in this contract, consist of a quantity of 3 each (One Type I and Two

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Type II units) that may be consumed or destroyed in testing. Any items consumed or destroyed in testing shall not be delivered as part of the contractually required quantity as set forth in the schedule. The cost of any items that are consumed or destroyed shall be included in the overall offer or contract price. One (1) unit that successfully passes all specified tests, less the destructive tests, if any, shall be refurbished and serve as the manufacturing standard for the remainder of the contract in the contractor's manufacturing plant. The remaining two (2) test units shall be refurbished, inspected and submitted for Government acceptance. The remaining two refurbished First Article Test units shall be considered as part of the First Ordering Year production quantity, if accepted by the Government.

(b) A manufacturing standard is an item, which conforms to all technical performance requirements. A manufacturing standard will serve as 1) an aid in identifying configuration changes not controlled by the contractual design. 2) as an aid in identifying any process changes, or 3) as the approved workmanship sample, when required, unless alternate samples are submitted for specific characteristics by the Contractor and approved by the Government.

(c) The manufacturing standard will only be used to supplement contractual acceptance/rejection criteria for those process characteristics that require approved workmanship samples. For other characteristics, if configuration or process changes are identified in production units, the contractor will notify the Government for disposition. Manufacturing items that serve as a manufacturing standard may be delivered as part of the contractual production quantity with the last shipment made under this contract provided it meets all contractual requirements existing at time of delivery.

E-6 52.242-4008 ROUTING OF SPECIAL PROCESS APPROVALS AUG/1994
(TACOM)

(a) Specifications which are part of the technical data package for this contract, may require you to get approval from us prior to production for one or more special processes involved in producing this item. You are required to get prior approval unless the specification says otherwise.

(b) You will prepare the written procedures as the specification requires. You will then route the procedure through the Administrative Contracting Officer (ACO) for review and comment. Once you get the procedure back from the ACO, you will then forward it to the Procuring Contracting Officer (PCO) at TACOM for final approval. The correct address for the PCO is on the face page of this contract.

(c) You will cite (i) the contract number and (ii) the governing specification or standard on all procedures you submit for approval.

E-7 52.246-15 CERTIFICATE OF CONFORMANCE APR/1984

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

I certify that on (date) , the (insert Contractor's name) furnished the supplies or services called for by Contract number via (Carrier) on (Identify the bill of lading or shipping document) in accordance with all applicable requirements. I further certify that the supplies or services are of the quantity specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

Date of Execution:

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Name of Offeror or Contractor:

Signature: _____

Title: _____

[End of Clause]

E-8 52.209-4012 NOTICE REGARDING FIRST ARTICLE APR/2000
(TACOM)

1. Notwithstanding the provisions for waiver of first article, an additional first article sample (or portion thereof) may be ordered by the Government in writing when (i)a major change is made to the technical data,(ii) whenever there is a lapse in production for a period in excess of one year, or iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply.

2. When any of the conditions above occurs, the Contractor shall notify the Government in writing so that a determination can be made concerning the need for the additional first article sample (or portion thereof), and instructions can be provided concerning the submission, inspection, and notification of results.

3. Costs of any additional testing and inspection resulting from conditions specified above shall be borne by the Contractor, unless the change is authorized by the PCO prior to incurring costs. Further, any production delays caused by additional testing and inspection shall not be the basis for an excusable delay as defined in the default clause of this contract. Such delays shall not form the basis for adjustment in contract price or delivery schedule.

E-9 52.211-4017 ENHANCED CARC REQUIREMENTS FOR HIGH PERFORMANCE SYSTEMS SEP/2002

(a) THE FOLLOWING REQUIREMENTS SUPERSEDE THE PERFORMANCE REQUIREMENTS CONTAINED IN TT-C-490, MIL-C-5541 AND MIL-C-53072 RELATIVE TO THE ADHESION AND CORROSION RESISTANCE OF THE CARC SYSTEM:

(b) Ferrous and galvanized surfaces shall be cleaned and pretreated to provide the following level of performance on a repeatable basis. The cleaning/pretreatment/control process shall be documented and submitted to the procuring activity for approval prior to production. Qualification and process control testing shall be performed on the same substrate used in production. The system under test shall consist of the pretreatment and primer. There are significant variations in performance due to primer manufacturer, VOC content and primer thickness variation. Sufficient testing shall be conducted to achieve a statistical confidence in both the brand/type of primer used and the dry film thickness used in production. If the tolerance of the dry film thickness exceeds plus or minus 1.0 mil then you must qualify the extremes of the range separately.

(c) To verify the corrosion resistance, a minimum of three test panels per test variation no smaller than 4 x 12 inches with the pretreatment/primer system as noted above shall be subjected to 1000 hr. of neutral salt spray per ASTM B117 (40 cycles of GM 9540P - scribed is the preferred alternative) for ferrous substrates or 40 cycles of GM 9540P for galvanized surfaces. The test panels shall be cured for a minimum of 7 days and vertically scribed through the coating system to the metallic layer. A minimum of 24 hr. after the completion of the neutral salt spray test or within 5 days after completion of the GM 9540P test the scribe shall be scraped at a 30 degree (approximate) contact angle with a 38mm (approximate) blunt tipped metal blade such as a putty knife parallel and perpendicular to the scribe. There shall be no more than 3mm maximum loss of paint adhesion or corrosion at any point from the scribe line. In addition, there shall be no more than 5 blisters in the field with none exceeding 1mm; corrosion in the field shall not exceed Rust Grade 9 of ASTM D610. The minimum primer dry film thickness noted on the test panels which passes the corrosion resistance test shall be the minimum requirement for production painted hardware.

(d) To verify long term CARC adhesion, after completion of the corrosion resistance test evaluation each test panel will be subjected to cross hatch tape test (minimum tape adhesion rating of 45 oz. per inch of width). The test pattern shall be 4 x 4 scribe lines to the metallic layer at 2mm intervals(approximate) and shall be done no closer than 12 mm from any edge or the scribe creep. Multiple head cutters are not recommended. Loss of two or more complete primer squares shall constitute failure.

(e) The contractor must demonstrate the ability to pass both tests for the system to be considered acceptable. This testing shall be performed on 5 consecutive days of production. If all test panels are acceptable, the testing can revert to two test panels every two months of production.

(f) The only system that is currently available to achieve this level of performance is a zinc phosphate pretreatment system per TT-C-490 with a high quality primer. All primers used must be on the QPL for MIL-P-23377, 53022, -53030, or 53084. Not all QPL primers with the exception of electrocoat primers per MIL-C-53084 have this level of corrosion resistance/paint adhesion, however. New high performance, "Combat Grade" Powder Coat Primers will also meet this performance requirement. These primers can only be applied by approved applicators. The Specification controlling both the primers and their application are available upon request from AMSTA-TR-E/MEPS, (586) 574-5083.

Note: Hot dipped galvanized surfaces are highly prone to chlorine/chloride contamination from the galvanizing flux process. This

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contaminant must be removed for the coating system to pass these performance tests.

(g) For aluminum substrates the required pretreatment system is a chromate conversion per MIL-C-5541. If alternative pretreatment systems wish to be considered, they must demonstrate their ability to pass when coated with the nominal production primer (scribed) 120 cycles of GM 9540P. After completion of the test, the panels shall be scraped as noted above and shall have no more than 0.5mm of paint loss maximum from the scribe. In addition, there shall be no more than 5 blisters in the field with none larger than 1mm. After completion of the 120 cycle test, the cross hatch scribe test noted above shall be performed. The removal of one or more complete squares of primer shall constitute failure. The alternate system must demonstrate its ability to provide an acceptable product on 5 consecutive days of production to be considered a suitable alternative. The alternative process must be documented and approved by the procuring activity. Controls must be established to assure that the process remains under statistical control. The only alternative products which have demonstrated their ability to meet these requirements for 5000 and 6000 series aluminum alloys are Alodine 5200 and Alodine 5700.

(g) Failure to meet the corrosion resistance/adhesion requirements shall be cause for rejection of all production units manufactured during that production interval.

(h) Final Acceptance of the CARC Finish on Production Hardware:
The dry film thicknesses of the primer and topcoat as well as coating adhesion on the fully cured primer/topcoat coating system are mandatory requirements. Variations in the primer thickness and curing conditions will dramatically affect recoat windows and coating performance for some primers. Manufacturing processes which are unable to control the dry film thickness to the requirements contained in Table V of MIL-C-53072 shall be subjected to the 4 x 4 cross hatch scribe test noted above on two production units per lot with two tests per unit. One test shall be conducted on a vertical and one on a horizontal surface (relative to the painting process). There shall be a maximum removal of one complete square of primer/topcoat or topcoat only. The polyurethane CARC topcoat requires approximately 24 days to completely cure at 68 Degrees F. To accelerate the curing for purposes of product acceptance, the following procedure may be followed: Cure at 190-210 degrees F for three hours (this is time at temperature and is, therefore, material thickness dependent) once the topcoat has reached a dry-to-touch condition. This is to be followed by 7 days at 65 degrees F minimum. Adhesion testing shall be performed only on a completely cured CARC finish. Contractors which have performed a thorough design of experiments methodology to evaluate the impact of paint system variables or have processes which meet Table V requirements can perform the final acceptance adhesion test on representative test coupons.

E-10	52.211-4029 (TACOM)	INTERCHANGEABILITY OF COMPONENTS	MAY/1994
1. <u>DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL</u> . Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.			
2. <u>WHEN THE POLICY CAN BE WAIVED</u> . The Procuring Contracting Officer (PCO) will consider waiving this policy upon your written request. If your request reaches the PCO after the first production item test has been performed, then the Government may direct the conduct of another first production test at Contractor expense.			
3. <u>PRODUCTION OR DELIVERY DELAYS</u> . Any production or delivery delays caused by retesting will not be the basis for an "excusable delay" as defined in the DEFAULT clause of this contract or be the basis for an increase in contract price or a delivery schedule extension.			

E-11	52.211-4030	BASIC APPLICATION AND TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS (CARC) ON METALLIC SURFACES	JAN/2003
(a) Scope: The requirements contained herein apply whenever any or all of the following specifications are cited in the contract: MIL-C-46168, MIL-C-53039. ,O;-C-22750, or MIL-DTL-64159.			
(b) CARC Primers: The preferred CARC primer for all applications is cathodic, epoxy electrocoat per MIL-C-53084. This primer can be directly substituted whenever MIL-P-53022 or MIL-P-53030 is specified on a drawing or specification. The dry film thickness table below contains mandatory minimum and maximum dry film thickness requirements. Failure of production painted hardware to comply with these ranges will dramatically impact the corrosion resistance and/or chip resistance of the CARC coating system. If the contractor does not possess the personnel or equipment to meet these mandatory thickness requirements, then cathodic epoxy electrocoat must be used. Any part that has rust, heat treat or mill scale must be abrasive blasted prior to the application of any coating. Select powder coat primers which have 0.0 VOCs and 0.0 HAPS can also be used as a direct replacement for MIL-P-53022 and MIL-P-53030 primers. These powder coat primers, however, can only be applied by TACOM-approved applicators. The qualification and application of these primers is controlled by "Performance Standard for Combat Grade TACOM Materials/Environmental Team at (586) 574-5083.			
(c) CARC Application: The dip application of any coating listed in the table below (with the exception of epoxy electrocoat which is specifically designed for dip application) is prohibited.			

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(d) End-Item Inspection. After the complete paint finish has been applied and cured* (See note below), the Contractor shall test and inspect two units per lot for (i)workmanship, (ii) total paint film thickness and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the cognizant Government quality assurance representative, a lot shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited. At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall at a minimum conform to the sum of the minimum thicknesses for individual elements of the paint finish as specified in Table I herein. Sufficient locations shall be spot-checked to ensure proper workmanship and paint thickness uniformity. The size and configuration of the unit as well as the number of vendors responsible for the paint finish of component parts shall be taken into consideration in determining the number of locations to be checked. The specific number of test locations shall be agreed to by the cognizant Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected conduct the scribe tape test. The test locations shall be routinely varied among the following:

1. Directly adjacent to a weld.
2. On or directly adjacent to a machine cut or sheared edge.
3. On any mechanically formed surface when lubricants/drawing compounds were used.
4. On paint touch-up areas.

The precise location for each scribe tape shall be in an inconspicuous location that has been accepted by the cognizant Government quality assurance representative before the test is conducted.

Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required top coat so that the tested area again conforms to the applicable minimum specified in Table I herein.

*NOTE: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take 24 days. To accelerate the curing for purposes of product acceptance, the following procedure may be followed: Cure at 190 to 210 degrees F. for three hours (this is time at temperature and is therefore material thickness dependent), followed by 7 days at 65 degrees F. minimum.

(e) Test Methods:

1. Film Thickness. Film thickness shall be verified with a nondestructive film gage. The gage shall be suitable for measurements over the applicable substrate material and shall have sufficient accuracy to ensure compliance to the thickness limitations. The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.
2. Scribe Tape Test. The following test procedure shall be followed. The test surface shall be sufficiently warm and dry to ensure adhesion of the tape. All dimensions cited in this Scribe Tape Test description are approximate:
 - (a) Scribe four one-inch lines completely through the paint finish to the substrate, one sixteenth to three thirty-seconds of an inch apart.
 - (b) Scribe four additional one-inch lines, completely through the paint finish, one sixteenth to three thirty-seconds of an inch apart, rotated 90 degrees with respect to the first set of lines. The resulting pattern shall contain nine squares.
 - (c) Press a length of A-A-1830, A-A-884, or any commercially available tape with a minimum adhesion rating of 45 oz. per inch of width firmly over the scribed pattern, rubbing out all air pockets.
 - (d) Wait ten seconds, minimum. Grasp a free end of the tape and at a rapid speed strip it from the paint surface by pulling the tape back upon itself at 180 degrees.

NOTE: The above two tests are not a substitute for corrosion test such as neutral salt spray or accelerated corrosion tests which verify coating durability.

(f) Acceptance Criteria:

1. Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 75% of the applicable surfaces of each test unit shall meet the minimum, cumulative dry film thickness requirements. Failure of either test unit shall result in rejection of the production lot that it represents.

<p>DRY FILM THICKNESS TABLE</p>	
<p>SPECIFICATION</p>	<p>DRY FILM THICKNESS (Mils)</p>

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-T014 MOD/AMD	Page 29 of 87 REPRINT
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Name of Offeror or Contractor:

(MANDATORY RANGE)

DOD-P-15328*	0.3 - 0.5
MIL-PRF-23377	1.0 - 1.5
MIL-P-53022, Type I	1.0 - 2.5
MIL-P-53022, Type II	1.5 - 2.5
MIL-P-53030	1.5 - 2.5
MIL-P-53084	0.8 - 1.5
MIL-C-22750	1.3 - 2.5
MIL-C-46168	1.8 MINIMUM
MIL-C-53039	1.8 MINIMUM
MIL-DTL-64159	1.0 MINIMUM

* May not be allowed per contract due to VOC and hexavalent chromium content.

2 Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment coating, from either test unit constitutes test failure and the production lot from which it comes is rejected. Removal of overspray does not constitute test failure.

NOTICE: The scribe tape test is designed to detect any major deficiency in the paint application process that would affect the durability of the CARC finish. Typical causes of failure are:

- (1) Inadequate cleaning of the substrate.
- (2) Contamination of the surface between coatings.
- (3) Excessive paint film thickness in a single coating application.
- (4) Application of a coating over a previous coating which has not been adequately cured.

[End of clause]

E-12 52.211-4069 WELDING INSPECTION REQUIREMENTS MAR/2001
(TACOM)

(a) INSPECTION: As the contractor, during performance of this contract you will verify weld quality and workmanship using qualified inspectors trained to perform these inspection functions. Acceptable qualification of your inspectors may be based on:

- (1) current or previous certification as an AWS Certified Welding Inspector; or
- (2) current or previous certification by the Canadian Welding Bureau (CWB); or

(3) inspection performed by an engineer or technician who is competent in the use of weld inspection techniques and equipment, on the basis of (i) formal training or (ii) experience, or both, in metals fabrication, inspection, and testing.

(b) NON BALLISTIC VISUAL INSPECTION. You will perform all non-ballistic visual inspections of weld quality and workmanship for structural steel in accordance with Section 6 of AWS D1.1-96. For structural aluminum, you may perform non-ballistic visual inspections of weld quality and workmanship using the guidelines given in MIL-STD-370A, dated 21 Sep 93.

(c) BALLISTIC VISUAL INSPECTION. You will perform all ballistic visual inspections in accordance with section 6 of the UDLP/TACOM Ground Combat Vehicle Code--Aluminum, dated July 1996. Copies of this document can be obtained by written request to:

Commander, US Army Tank-automotive and Armaments Command
ATTN: AMSTA-TR-E/Materials

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-03-R-T014 MOD/AMD</p>	<p style="text-align: center;">Page 30 of 87</p> <p style="text-align: center;">REPRINT</p>
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Name of Offeror or Contractor:

Warren, MI 48397-5000

E-13 52.246-4019 VISUAL INSPECTION CRITERIA FOR STEEL WELDMENTS MAR/2001
(TACOM)

1. Application: MIL-STD-1261

2. Scope:

a. These criteria supplement paragraph 4.3 of MIL-STD-1261 and supersede paragraph 6.3.1.5 of MIL-W-46086 and paragraph 5.9.1.5 of MIL-STD-1941. AWS A3.0 shall be used to define all other welding terms not defined herein.

b. The limits established below represent the maximum discontinuities allowable for visual inspection of workmanship specimens and production steel weldments. (Note: Workmanship specimens which require cross-sectioning must also be evaluated for subsurface quality; these criteria are not contained herein.) Any discontinuity exceeding this limit is classified as defective and must be reworked or repaired dependent upon the nature and extent of the discontinuity. Weldments requiring subsurface weld inspection should be evaluated in accordance with the acceptance standard specified on the drawing in addition to these requirements.

3. Discontinuities:

a. Cracks - A weld crack is defined as a linear rupture resulting from excessive localized stress. Cracks can occur in the weld metal, fusion zone or heat affected zone.

No cracks are allowed

b. Porosity - Porosity is defined as a rounded cavity free of solid material resulting from gas entrapment during solidification.

(1) Maximum pore size shall be 1/16 inch.

(2) There shall be no more than six pores for any twelve inch length of weld. For small weldments with continuous welds less than twelve inches in length, they shall have proportionately fewer pores allowed (example: three pores maximum for six inch length of weld).

c. Overlap - Overlap is defined as a protrusion of weld metal beyond the bond at the toe of the weld.

(1) A radiused tie-in must exist with the parent metal.

(2) The overlap condition must not exceed 10% of the total weld length.

d. Slag Inclusion - Slag inclusion is defined as a non-metallic solid material entrapped in or on the weld metal or between the weld metal and base metal. This discontinuity is applicable to SMA and FCAW processes.

No slag inclusions are allowed.

e. Undercut - Undercut is defined as a groove melted into the base material adjacent to the toe of the weld and left unfilled by weld metal.

(1) For base materials .25 inch and less in thickness, no undercutting is permitted.

(2) For base materials greater than .25 inch thickness:

(a) The maximum depth of undercut shall be 1/32 inch.

(b) The undercut must have a width not less than twice the depth.

(c) The length of undercut shall not exceed two inches cumulative in any continuous 24 inch length of weld. For continuous welds less than 24 inches in length, the maximum cumulative length shall be in direct proportion to this limit or one inch, whichever is greater. (For example: for an eight inch continuous length of weld, maximum cumulative allowable undercut length is one inch).

4. Weld Size:

a. Fillet Welds:

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Name of Offeror or Contractor:

- (1) Fillet welds shall be measured using fillet weld gages.
 - (2) For welds one-fourth inch and less, the weld size is the minimum as specified on the drawing symbol.
 - (3) For fillet welds larger than one-fourth inch, the weld may be undersize by 1/16 inch for a maximum length of 10% of the continuous weld length.
- b. Groove Welds:
- No underfill is allowed.

E-14	52.246-4024 (TACOM)	SUBSTITUTING COMMERCIAL TEST RESULTS FOR REQUIRED CONTRACT TESTS	APR/2000
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- (a) GENERAL. At your request, we may delete all or some of the Government or contractor conducted tests required by this contract or order, under the following conditions:
- (1) You have (or your supplier has) previously supplied the identical item to us and we've accepted it, or:
 - (2) You have commercial test reports, performance data, analytical data, or vendor reports demonstrating that the item you will be furnishing us meets the contract requirements.
- (b) HOW TO SUBMIT A TEST-DELETION REQUEST.
- (1) BEFORE CONTRACT AWARD - Submit your request along with your offer in response to our solicitation. Make sure that your offer includes an alternate price (that reflects how your offered price would change if we approve your request to delete the specified tests). If we approve your request to delete test requirements or substitute commercial testing procedures, we will evaluate your offer at the alternate price submitted with your request. If you don't submit an alternate price with your request, we'll evaluate your offer at the price you indicated in the Schedule. No adjustments will be made to the price after contract award.
 - (2) AFTER CONTRACT AWARD - Send your request to the buyer identified on the face page of the contract within 45 days after contract award.
 - (3) ALL REQUESTS MUST -
 - identify the test(s) you want deleted;
 - state the basis for your request;
 - include a list of configuration changes made;
 - demonstrate that you meet the conditions in paragraph (a)(1) or (a)(2) of this clause; and
 - include an alternate price per paragraph (b)(1) above, if you make your request prior to award; or
 - include proposed amount of equitable adjustment, if you make your request after award.
 - (c) SUPPORTING DATA. If we agree to delete a test or tests, you must keep the data you used to support your request for four years from the day we approved your request. You must provide us with such data if we ask for a copy.
 - (d) CONTRACT ADJUSTMENT. If we agree to delete a test or tests after contract award, we may negotiate an equitable adjustment in the contract price. Any such negotiation will be conducted using the rules given in the CHANGES--FIXED PRICE clause, FAR 52.243-1.

[End of Clause]

E-15	52.246-4025 (TACOM)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT	OCT/1997
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- (a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.
- (b) Your quality system may be based on (i) international quality standards such as the ISO 9000 series, or (ii) military, or (iii) commercial, or (iv) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:
- [] ISO 9001

Name of Offeror or Contractor:

- [] ISO 9002
- [] QS 9000
- [] ANSI/ASQ Q9001
- [] ANSI/ASQ Q9002
- [] Other, specifically _____

(Note: if you check the "Other" block because you intend to use an in-house quality system, or one based on a commercial, national, or international system not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "Other," you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

E-16	52.246-4028	INSPECTION POINT: ORIGIN	FEB/1994
	(TACOM)		

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT: _____

(Name)

(Address) (City) (County) (State) (Zip)

SUBCONTRACTOR'S PLANT: _____

(Name)

(Address) (City) (County) (State) (Zip)

[End of Clause]

(E-17 through E-19 Reserved)

E-20 INSPECTION POINT: ORIGIN

E-21 ACCEPTANCE POINT: ORIGIN

E-22 CONTRACTOR FIRST ARTICLE TESTING

E-22.1 The purpose of the First Article Test (FAT) is to ensure that the 600 GPH ROWPU system conforms to the requirements specified in Section 3 of ATPD 2329 and the TDP. Design, Performance and Conformance verification shall be accomplished through the sequential performance of a Contractor conducted FAT in accordance with ATPD 2329, Section 4, and the TDP.

E-22.2 The FAT shall be conducted at a Government approved test site.

E-23 (reserved)

E-24 CONTRACTOR FIRST ARTICLE TEST INCIDENT REPORTING AND FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT.

E-24.1 Contractor FAT Test Incident Reports (TIRs). The contractor test site coordinator shall submit all TIRs to the Government in accordance with DA Pamphlet 73-1 with copies furnished to the DLA QAR for review. The TIRs shall be submitted in accordance with the following time requirements:

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Name of Offeror or Contractor:

- a. Critical: Within 24 hours after detection of the incident
- b. Major: Within 3 workdays of the incident
- c. Minor: Within 5 workdays of the incident
- d. Observations/Informational: Within 10 workdays of the incident

E-24.2 Failure Analysis and Corrective Action Report (FACAR). During contractor First Article Test, the contractor shall investigate, resolve, and deliver in accordance with CDRL A014, Data Item Description DI-RELI-81315T, Failure Analysis and Corrective Action Report, for each test incident report (TIR) submitted by the designated test site that are classified as critical or major. Contractor responses shall be in accordance with DA Pamphlet 73-1. The Government DLA-QAR shall review each test incident before the contractors response (FACAR) is sent to the Government Contracting Officer for review/approval. (Note: Both Critical and Major TIRs cause immediate suspension of testing, therefore immediate diagnostic and corrective action(s) is required to identify and correct these deficiencies before testing may be resumed.) FACARS shall be submitted in accordance with the following time requirements:

- a. Critical: Interim report within 24 hours of incident; Final report within 7 days
- b. Major: Interim report within 3 days of incident; Final report within 15 days
- c. Minor: Interim/Final report within 30 calendar days after incident, only if requested by Government
- d. Observations/Informational: Within 30 calendar days after incident only if requested by Government

E-25 REFURBISHMENT OF FIRST ARTICLE TEST (FAT) UNITS

E-25.1 Within 120 days notice that the Contractor has successfully passed the First Article Test requirements of this contract, the contractor shall refurbish the three FAT units to the current production baseline. In addition to bringing the units up to the current production baseline, the contractor shall as a minimum:
replace all oils and lubricants; replace all filters; replace all components that were damaged or have a worn appearance as the result of testing; and touch up painting on the exterior of the units.

E-25.2 Following completion of the refurbishment, the Contractor shall submit the units to the Government for inspection, acceptance, and delivery. One of the refurbished units shall serve as a manufacturing standard. The remaining two refurbished units shall become part of the First Ordering Year production quantity. The Contractor shall request shipping instructions from the Government 60 days prior to Government acceptance.

E-26 MANUFACTURING STANDARD

After completion of the Contractor First Article Test, one refurbished Type II ROWPU unit shall remain at the manufacturing facility to serve as the manufacturing standard. The Contractor shall maintain the unit in a serviceable condition for the time it is used as a manufacturing standard, and it shall be the last item shipped on the contract. Any configuration change approved by the Government shall be incorporated into the manufacturing standard. The cost of making configuration changes to the manufacturing standard unit shall be included in the pricing proposal for the basic configuration change request. The profit rate proposed on configuration changes shall be the same profit rate as proposed/negotiated on the basic contract. During performance of this contract, the Government reserves the right to select another production-representative unit to remain at your facility as a manufacturing standard.

E-27 QUALITY MANAGEMENT SYSTEMS AND CONTROLS

E-27.1 In order to ensure functional and physical conformity of all products or services furnished under the contract, a formal Quality System and additional management and process controls shall be used by the contractor to achieve defect prevention, process control, and contract and regulatory conformity for all areas of contract performance.

E-27.2 Your quality system shall be based on recognized international, US or foreign national, NATO and US military, US manufacturing, or commercial quality systems that are product or service industry peculiar. At any point during contract performance, the Government shall have the right to review your quality system to assess its effectiveness in meeting contractual and regulatory requirements.

E-27.3 Certification of compliance or registration of the quality system, by an independent standards organization or auditor, NATO, or the Government to recognized standards, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer, in response to the solicitation, as proof of current or previous system compliance. At any point during contract performance, the Government shall have the right to review your system to assess its effectiveness in meeting contractual and regulatory requirements.

E-28 QUALITY CONFORMANCE INSPECTIONS

E-28.1 The Contractor shall incorporate all the conformance inspections (Cis) and frequency of inspections as specified in section 4 of ATPD 2329 into a Quality Conformance Inspection/Acceptance Plan which is to be used by Contractor quality and DLA-QARs for ROWPU acceptance. At least forty-five (45) days prior to the start of Contractor FAT the contractor shall provide a detailed Conformance Inspection / Acceptance plan for Government review in accordance with CDRL A015, DI-QCIC-81110. Within 30 days after the Government receives the test plan, the Contracting Officer shall notify the Contractor, in writing, of approval or disapproval of the test plan.

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Name of Offeror or Contractor:

E-18.2 Failure of any inspection as specified in section 4, Conformance Inspection, of ATPD 2329 shall constitute a rejection of the unit. The Contractor shall initiate, internally document and implement corrective action on any failure. All costs related to these inspections are to be borne by the Contractor, including any and all costs for additional tests and inspections following a failure.

E-29 DRAWINGS FOR INSPECTION.

The contractor shall make available to the Government inspector at the time of any Government inspection (in-process or end item), legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated to the latest revision incorporated therein. Upon completion of product inspection and acceptance by the Government inspector, all drawings and specifications shall be returned to the contractor.

E-30 INSPECTION EQUIPMENT

E-30.1 The contractor is responsible to supply and maintain all inspection and test equipment necessary to assure that the end item and end item components conforms to contract requirements, including all Government Furnished Material (GFM)/Government Furnished Equipment (GFE), except where specific relief from this requirement is provided for in this contract. The contractor's inspection and test equipment calibration system shall meet the requirements of the contractor's Quality Program. All contractor furnished inspection and test equipment shall be available and ready to use prior to the start of production.

E-30.2 All necessary inspection and test equipment, regardless of ownership, shall be made available to the Government for Government end item or component inspection upon request. In addition, the contractor shall provide all test support equipment (i.e., repair/spare parts, manuals, maintenance/cleaning supplies, etc.) and technical assistance necessary to conduct contractor First Article Tests and Conformance Inspection (CI) until completion of all testing. Upon completion of the inspection or test by the Government, the equipment shall be returned to the contractor.

E-31 INTERCHANGEABILITY OF COMPONENTS

If an end item or any component of an end item is an item or part for which the Government does not possess design control, any configuration change affecting physical or functional interchangeability made by the contractor or any of his subcontractors shall be made in accordance with contract provisions. To determine whether such configuration changes should be approved, the Government reserves the right to perform another or repeat a previous inspection or test in accordance with the applicable item MIL-SPEC or ATPD at contractor expense to confirm the suitability and interchangeability of the proposed item or component. Any production delivery delays resulting from such re-inspection or retest shall not be considered "excusable delay" as set forth in the General Provision entitled "Default". In addition, such delays shall not form the basis for an upward adjustment in the contract prices or an extension of the delivery schedule.

E-32 CHANGE OF SUPPLIERS

The Government reserves the right to direct additional tests and inspections at contractor expense to verify that the new supplier product is acceptable to the Government prior to acceptance of any item which contains product from the new supplier. Supplier changes shall be made in accordance with contract provisions. In addition, any production or delivery delays resulting from such additional inspections and tests shall not form the basis for an upward adjustment in contract price or an extension of the delivery schedules.

*** END OF NARRATIVE E 001 ***

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	APR/1984
F-5	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	APR/1984
F-6	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-7	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-8	52.242-4457 (TACOM)	DELIVERY SCHEDULE FOR DELIVERY ORDERS	OCT/2002

(a) Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to delivery orders under this contract:

(1) Start deliveries 180 days after the delivery order date. Continue delivering every thirty days, if necessary, until all items are delivered.

(i) You'll deliver a minimum of 6 units every 30 days;

(ii) You'll deliver a maximum of 8 units every 30 days

(iii) You can deliver more than the minimum number of units every thirty days with written authorization of the PCO.

(2) Delivery is defined as follows:

(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual delivery order.

(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual delivery order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the delivery order, to ensure that the item reaches its destination by the time reflected in the delivery order.

(3) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, or a maximum quantity less than what is requested in Paragraph (a)(1)(ii) above, your offer may be determined unacceptable for award.

(b) CONTRACTOR'S PROPOSED SCHEDULE:

(1) I WILL START DELIVERIES _____ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, _____ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED. DELIVERIES ON SUBSEQUENT DELIVERY ORDERS WILL START _____ DAYS AFTER DELIVERY ORDER AWARD DATE.

(2) I WILL DELIVER A QUANTITY OF _____ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF _____UNITS EVERY 30 DAYS.

F-9	52.211-16	VARIATION IN QUANTITY	APR/1984
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(a) A variation in the quantity of any item called for by future delivery orders will not be accepted.

(b) The permissible variation shall be limited to:

_____ZERO____ percent increase; and
 _____ZERO____ percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

F-10	52.247-65	F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
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Name of Offeror or Contractor:

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

F-11 52.225-4000 VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES APR/2000
 (TACOM)
 At least 10 days prior to the first shipment of supplies under this contract, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this contract.

F-12 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT FEB/2002
 (TACOM)
 (a) Unless otherwise directed, shipment items under this contract in following order of priority:
 (1) Government Bill(s)/Commercial of Lading or US Postal Services;
 (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
 (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.
 (b) The Contractor will request:
 (1) Government Bills of Lading and
 (2) Routing and other instructions, including MILSTAMP (Military Standard Transportation and Movement Procedure), as to the methods of shipment to be followed by the Contractor, or
 (c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

F-13 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR JAN/2001
 (TACOM) ADDRESSES

Rail/ Motor SPLC*	MILSTRIP Address Code	Rail Ship To:	Motor Ship To:	Parcel Post Mail To:
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001
875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot	Transportation Officer XU Def Dist Depot	Transportation Officer Dist Depot San Joaquin

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Name of Offeror or Contractor:

		San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	P O Box 96001 Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

***SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

(F-14 through F-29 Reserved)

F-30 DELIVERY OF CONTRACT DATA REQUIREMENTS

F-30.1 The Contractor must deliver all contract data requirements identified in the Contract Data Requirements List (CDRL) in the correct quantities, to the right addressees, within the schedule specified. If any data item is delinquent or deficient, the Government has the option to refuse to inspect or accept any unit until acceptable data is received, corrected if required, and approved by the Government, at no additional cost to the Government. If inspection and acceptance are delayed due to late-delivered or deficient data, the Contractor shall store all produced units, at no additional cost to the Government, for an amount of time equal to the length of the delay.

F-30.2 In addition, the Government reserves the right to unilaterally revise the contract delivery schedule, at no cost to the Government, for a period of time equal to the delay in delivery of acceptable contract data requirements. The Government shall have the right to refuse to inspect and accept units in advance of the revised delivery schedule.

F-31 ACCELERATION OF DELIVERY

F-31.1 Acceleration of hardware delivery above the rate specified in a delivery order is acceptable only when approved in writing by the Procuring Contracting Officer (PCO). The Government shall not approve accelerated hardware deliveries without equally accelerating the delivery of contract data requirements.

*** END OF NARRATIVE F 001 ***

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
G-1	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991

(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.232-16	PROGRESS PAYMENTS (ALTERNATE I dated Mar 2000)	DEC/2002
H-2	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-3	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-4	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-5	252.211-7000	ACQUISITION STREAMLINING	DEC/1991
H-6	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-7	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
H-8	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
H-9	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-10	252.225-7010	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS	AUG/2000
H-11	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-12	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-13	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-14	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
H-15	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-16	252.246-7001	WARRANTY OF DATA	DEC/1991
H-17	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery order signed by the PCO. Such orders shall be issued during the performance period of the contract.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

H-18	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one(1), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 200.

(2) Any order for a combination of items in excess of 200.

(3) A series of orders from the same ordering office that together call for quantities exceeding the limitation in subparagraph (1) or (2)above.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7)days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

H-19	252.225-7008	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998
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In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry: (no known parts) [End of Clause]

H-20	252.243-7000	ENGINEERING CHANGE PROPOSALS	SEP/1999
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(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" price or a "not less than" price and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" or "not less than" amounts.

(c) When the price of the engineering change is \$500,000 or more, the Contractor shall submit-

(1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and

(2) At the time of agreement on price, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data. [End of Clause]

H-21 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING DEC/2002
(TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically and posted to the web. Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

(1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access

(2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM

(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idg@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data

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submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

H-22 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 MAR/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number (586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

(3) The contractor shall not mix DD250 submissions from more than one contract in a single transmission. The contractor shall not submit multiple DD250s in a single transmission. All DD250s sent in a single transmission shall be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-16	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-18	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-20	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-22	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-23	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-24	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-25	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-26	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-27	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-28	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-29	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-30	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-31	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-32	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	APR/1998
I-33	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-34	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-35	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-36	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-37	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-38	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-39	52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-40	52.232-1	PAYMENTS	APR/1984
I-41	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-42	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-43	52.232-11	EXTRAS	APR/1984
I-44	52.232-17	INTEREST	JUN/1996
I-45	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-46	52.232-25	PROMPT PAYMENT	FEB/2002
I-47	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-48	52.233-1	DISPUTES	JUL/2002
I-49	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-50	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-51	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-52	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995

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I-53	52.242-13	BANKRUPTCY	JUL/1995
I-54	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-55	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-56	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)(91-DEV-44)	DEC/1989
I-57	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	APR/1984
I-58	52.245-18	SPECIAL TEST EQUIPMENT	FEB/1993
I-59	52.245-19	GOVERNMENT PROPERTY FURNISHED AS-IS	APR/1984
I-60	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-61	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-62	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
I-63	52.248-1	VALUE ENGINEERING	FEB/2000
I-64	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-65	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-66	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-67	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-68	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-69	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-70	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-71	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	OCT/2001
I-72	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-73	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-74	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-75	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS	MAR/1998
I-76	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-77	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-78	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-79	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-80	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-81	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-82	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-83	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-84	252.227-7020	RIGHTS IN SPECIAL WORKS	JUN/1995
I-85	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-86	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-87	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-88	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
I-89	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-90	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-91	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-92	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-93	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-94	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-95	52.209-1	QUALIFICATION REQUIREMENTS	FEB/1995

(a) Definition: Qualification requirement, as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the

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product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) SEE SUPPORTING ACTIVITY(IES) LISTED IN THE SPECIFICATION(S)
(Address)

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____
 Manufacturer's Name _____
 Source's Name _____
 Item Name _____
 Service _____
 Identification _____
 Test Number (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

I-96 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OCT/1997
 OR PRICING DATA--MODIFICATIONS `` `(ALTERNATE III (OCT 1997))

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable. The profit rate shall be the same as proposed/agreed to on the basic contract.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

(1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and

(2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

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(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

- (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with current regulation.
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by regulation.
- (3) The profit rate on all changes shall be at the same rate as proposed/agreed to on the basic contract.

I-97 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed by the Contractor within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period.

I-98 52.225-8 DUTY-FREE ENTRY FEB/2000

(a) Definition. "Customs territory of the United States" means the States, the District of Columbia, and Puerto Rico.

(b) Except as otherwise approved by the Contracting Officer, the Contractor shall not include in the contract price any amount for duties on supplies specifically identified in the Schedule to be accorded duty-free entry.

(c) Except as provided in paragraph (d) of this clause or elsewhere in this contract, the following procedures apply to supplies not identified in the Schedule to be accorded duty-free entry:

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(1) The Contractor shall notify the Contracting Officer in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of \$10,000 that are to be imported into the customs territory of the United States for delivery to the Government under this contract, either as end products or for incorporation into end products. The Contractor shall furnish the notice to the Contracting Officer at least 20 calendar days before the importation. The notice shall identify the--

(i) Foreign supplies;

(ii) Estimated amount of duty; and

(iii) Country of origin.

(2) The Contracting Officer will determine whether any of these supplies should be accorded duty-free entry and will notify the Contractor within 10 calendar days after receipt of the Contractor's notification.

(3) Except as otherwise approved by the Contracting Officer, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.

(d) The Contractor is not required to provide the notification under paragraph (c) of this clause for purchases of foreign supplies if--

(1) The supplies are identical in nature to items purchased by the Contractor or any subcontractor in connection with its commercial business; and

(2) Segregation of these supplies to ensure use only on Government contracts containing duty-free entry provisions is not economical or feasible.

(e) The Contractor shall claim duty-free entry only for supplies to be delivered to the Government under this contract, either as end products or incorporated into end products, and shall pay duty on supplies, or any portion of them, other than scrap, salvage, or competitive sale authorized by the Contracting Officer, diverted to nongovernmental use.

(f) The Government will execute any required duty-free entry certificates for supplies to be accorded duty-free entry and will assist the Contractor in obtaining duty-free entry for these supplies.

(g) Shipping documents for supplies to be accorded duty-free entry shall consign the shipments to the contracting agency in care of the Contractor and shall include the--

(1) Delivery address of the Contractor (or contracting agency, if appropriate);

(2) Government prime contract number;

(3) Identification of carrier;

(4) Notation ``UNITED STATES GOVERNMENT,[agency], Duty-free entry to be claimed pursuant to Item No(s)[from Tariff Schedules], Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify [cognizant contract administration office] for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.'';

(5) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight); and

(6) Estimated value in United States dollars.

(h) The Contractor shall instruct the foreign supplier to--

(1) Consign the shipment as specified in paragraph (g) of this clause;

(2) Mark all packages with the words ``UNITED STATES GOVERNMENT'' and the title of the contracting agency; and

(3) Include with the shipment at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.

(i) The Contractor shall provide written notice to the cognizant contract administration office immediately after notification by the Contracting Officer that duty-free entry will be accorded foreign supplies or, for duty-free supplies identified in the Schedule, upon award by the Contractor to the overseas supplier. The notice shall identify the--

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- (1) Foreign supplies;
- (2) Country of origin;
- (3) Contract number; and
- (4) Scheduled delivery date(s).

(j) The Contractor shall include the substance of this clause in any subcontract if--

(1) Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or

(2) Other foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States.

I-99 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains or is manufactured with, (*), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

(*) The Contractor shall insert the name of the substance(s).

I-100 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS MAY/2002

(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) The contractor shall insert the following clauses in subcontracts for commercial items:

(1) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(2) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(3) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(4) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(5) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000)(46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

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(d) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(e) The Contractor shall include the terms of this clause in subcontracts awarded under this contract.

I-101 52.245-17 SPECIAL TOOLING (91-DEV-44) DEC/1989

(a) Definition. Special tooling means jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, all components of these items, and replacement of these items that are of such a specialized nature that without substantial modification or alteration their use is limited to the development or production of particular supplies or parts thereof or performing particular services. It does not include material, special test equipment, facilities (except foundations and similar improvements necessary for installing special tooling), general or special machine tools, or similar capital items. Special tooling, for the purpose of this clause, does not include any item acquired by the Contractor before the effective date of this contract, or replacement of such items, whether or not altered or adapted for use in performing this contract, or items specifically excluded by the Schedule of this contract.

(b) Use of special tooling. The Contractor agrees to use the special tooling only in performing this contract or as otherwise approved by the Contracting Officer.

(c) Initial list of special tooling. If the Contracting Officer so requests, the Contractor shall furnish the Government an initial list of all special tooling acquired or manufactured by the Contractor for performing this contract (but see paragraph (d) for tooling that has become obsolete). The list shall specify the nomenclature, tool number, related product part number (or service performed), and unit or group cost of the special tooling. The list shall be furnished within 60 days after delivery of the first production end item under this contract unless a later date is prescribed.

(d) Changes in design. Changes in the design or specifications of the end items being produced under this contract may affect the interchangeability of end item parts. In such an event, unless otherwise agreed to by the Contracting Officer, the Contractor shall notify the Contracting Officer of any part not interchangeable with a new or superseding part. Pending disposition instructions, such usable tooling shall be retained and maintained by the Contractor.

(e) Contractor's offer to retain special tooling. The Contractor may indicate a desire to retain certain items of special tooling at the time it furnishes a list or notification pursuant to paragraphs (c), (d), or (h) of this clause. The Contractor shall furnish a written offer designating those items that it wishes to retain by specifically listing the items or by listing the particular products, parts, or services for which the items were used or designed. The offer shall be made on one of the following bases:

(1) An amount shall be offered for retention of the items free of any Government interest. This amount should ordinarily not be less than the current fair value of the items, considering, among other things, the value of the items to the Contractor for use in future work.

(2) Retention may be requested for a limited period of time and under terms as may be agreed to by the Government and the Contractor. This temporary retention is subject to final disposition pursuant to paragraph (i) of this clause.

(f) Property control records. The Contractor shall maintain adequate property control records of all special tooling in accordance with its normal industrial practice. The records shall be made available for Government inspection at all reasonable times. To the extent practicable, the Contractor shall identify all special tooling subject to this clause with an appropriate stamp, tag, or other mark.

(g) Maintenance. The Contractor shall take all reasonable steps necessary to maintain the identity and existing condition of usable items of special tooling from the date such items are no longer needed by the Contractor until final disposition under paragraph (i) of this clause. These maintenance requirements do not apply to those items designated by the Contracting Officer for disposal as scrap or identified as of no further interest to the Government under subparagraph (i)(4) of this clause. The Contractor is not required to keep unneeded items of special tooling in place.

(h) Final list of special tooling. When all or a substantial part of the work under this contract is completed or terminated, the Contractor shall furnish the Contracting Officer a final list of special tooling with the same information as required for the initial list under paragraph (c) of this clause. The final list shall include all items not previously reported under paragraph (c). The Contracting Officer may provide a written waiver of this requirement or grant an extension. The requirement may be extended until the completion of this contract together with the completion of other contracts and subcontracts authorizing the use of the special tooling under paragraph (b) of this clause. Special tooling that has become obsolete as a result of changes in design or specification need not be reported except as provided for in paragraph (d).

(i) Disposition instructions. The Contracting Officer shall provide the Contractor with disposition instructions for special tooling identified in a list or notice submitted under paragraphs (c), (d), or (h) of this clause. The instructions shall be provided within 90 days of receipt of the list or notice, unless the period is extended by mutual agreement. The Contracting Officer may direct

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disposition by any of the methods listed in subparagraphs (1) through (4) of this paragraph, or a combination of such methods. Any failure of the Contracting Officer to provide specific instructions within the 90-day period shall be construed as direction under subparagraph (i)(3).

(1) The Contracting Officer shall give the Contractor a list specifying the products, parts, or services for which the Government may require special tooling and request the Contractor to transfer title (to the extent not previously transferred under any other clause of this contract) and deliver to the Government all usable items of special tooling that were designed for or used in the production or performance of such products, parts, or services and that were on hand when such production or performance ceased.

(2) The Contracting Officer may accept or reject any offer made by the Contractor under paragraph (e) of this clause to retain items of special tooling or may request further negotiation of the offer. The Contractor agrees to enter into the negotiations in good faith. The net proceeds from the Contracting Officer's acceptance of the Contractor's retention offer shall either be deducted from amounts due the Contractor under this contract or shall be otherwise paid to the Government as directed by the Contracting Officer.

(3) The Contracting Officer may direct the Contractor to sell, or dispose of as scrap, for the account of the Government, any special tooling reported by the Contractor under this clause. The net proceeds of all sales shall either be deducted from amounts due the Contractor under this contract or shall be otherwise paid to the Government as directed by the Contracting Officer. To the extent that the Contractor incurs any costs occasioned by compliance with such directions, for which it is not otherwise compensated, the contract price shall be equitably adjusted in accordance with the Changes clause of this contract.

(4) The Contracting Officer may furnish the Contractor with a statement disclaiming further Government interest or rights in any of the special tooling listed.

(j) Storage or shipment. The Contractor shall promptly transfer to the Government title to the special tooling specified by the Contracting Officer and arrange for either the shipment or the storage of such tooling in accordance with the final disposition instructions in subparagraph (i)(1) of this clause. Tooling to be shipped shall be properly packaged, packed, and marked in accordance with the directions of the Contracting Officer. Tooling to be stored shall be stored pursuant to a storage agreement between the Government and the Contractor, and as directed by the Contracting Officer. Tooling shipped or stored shall be accompanied by operation sheets or other appropriate data necessary to show the manufacturing operations or processes for which the items were used or designed. To the extent that the Contractor incurs costs for authorized storage or shipment under this paragraph and not otherwise compensated for, the contract price shall be equitably adjusted in accordance with the Changes clause of this contract.

(k) Subcontract provisions. In order to perform this contract, the Contractor may place subcontracts (including purchase orders) involving the use of special tooling. If the full cost of the tooling is charged to those subcontracts, the Contractor agrees to include in the subcontracts appropriate provisions to obtain Government rights comparable to the rights of the Government under this clause (unless the Contractor and the Contracting Officer agree that such rights are not of substantial interest to the Government). The Contractor agrees to exercise such rights for the benefit of the Government as directed by the Contracting Officer.

I-102 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

I-103 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION MAR/2000

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

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(5) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(6) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(7) Lack of registration in the CCR database will make an offeror ineligible for award.

(8) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(b) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(c) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

I-104 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

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(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

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(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-105 252.248-7000 PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS MAY/1994

Prepare Value Engineering Change Proposals, for submission pursuant to the VALUE ENGINEERING clause of this contract, in the format prescribed by the version of MIL-STD-973 in effect on the date of contract award.

[End of Clause]

I-106 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the this solicitation.

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CDRL A001 - MEETING MINUTES (TOP)			ELECTRONIC IMAGE
Exhibit B	CDRL A002 - ENGR CHANGE PROPOSAL (BOTTOM)			ELECTRONIC IMAGE
Exhibit C	CDRL A003 - NOTICE OF REVISION (TOP)			ELECTRONIC IMAGE
Exhibit D	CDRL A004 - REQ FOR DEVIATION (BOTTOM)			ELECTRONIC IMAGE
Exhibit E	CDRL A005 - PRE-PROC SCREENING (TOP)			ELECTRONIC IMAGE
Exhibit F	CDRL A006 - PROVISIONING PTS LIST (BOTTOM)			ELECTRONIC IMAGE
Exhibit G	CDRL A007 - DESIGN CHANGE NOTIF (TOP)			ELECTRONIC IMAGE
Exhibit H	CDRL A008 - ENGR DATA FOR PROVISIONING (BOTTOM)			ELECTRONIC IMAGE
Exhibit I	CDRL A009 - TECHNICAL MANUALS			ELECTRONIC IMAGE
Exhibit J	CDRL A010 - SHIPMENT & STORAGE INSTR (TOP)			ELECTRONIC IMAGE
Exhibit K	CDRL A011 - LMI DATA PRODUCTS (BOTTOM)			ELECTRONIC IMAGE
Exhibit L	CDRL A012 - SPECIAL PACKAGING INSTRUCTIONS			ELECTRONIC IMAGE
Exhibit M	CDRL A013 - (RESERVED)			ELECTRONIC IMAGE
Exhibit N	CDRL A014 - FAILURE ANAL & CORR ACTION RPT (BOTTOM)			ELECTRONIC IMAGE
Exhibit O	CDRL A015 - CONFORMANCE INSPECTION/ACCEPTANCE PLAN			ELECTRONIC IMAGE
Attachment 001	ATTACHMENT A - ROWPUALL TDP 97403	09-FEB-2000		ELECTRONIC IMAGE
Attachment 002	ATTACHMENT B - TDP 97403 CHANGES			ELECTRONIC IMAGE
Attachment 003	ATTACHMENT C - ROWPU ATPD 2329 REV E			ELECTRONIC IMAGE
Attachment 004	ATTACHMENT D - CROSS REFERENCE SHEET			ELECTRONIC IMAGE
Attachment 005	ATTACHMENT E - ONION TANK PD 53048	16-JUN-1997		ELECTRONIC IMAGE
Attachment 006	ATTACHMENT E1 - PD 53048 AMENDMENT 1	18-MAY-1998		ELECTRONIC IMAGE
Attachment 007	ATTACHMENT F - ENGINEERING CHANGE PROPOSAL			ELECTRONIC IMAGE
Attachment 008	ATTACHMENT G - NOTICE OF REVISION			ELECTRONIC IMAGE
Attachment 009	ATTACHMENT H - REQUEST FOR DEVIATION			ELECTRONIC IMAGE
Attachment 010	ATTACHMENT J - PKG CODED DATA IN SYSTEM & SPI			ELECTRONIC IMAGE
Attachment 011	ATTACHMENT K - LMI PKG DATA PROD & MIL-PRF-49506 DETAIL LMI PKG DATA PRODUCTS			ELECTRONIC IMAGE
Attachment 012	ATTACHMENT L - LMI PACKAGING DATA FORMATTING INSTRUCTIONS			ELECTRONIC IMAGE
Attachment 013	ATTACHMENT M - PROVISIONING EXHIBIT			ELECTRONIC IMAGE
Attachment 014	ATTACHMENT N - PAST PERF QUESTIONNAIRE			ELECTRONIC IMAGE

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Name of Offeror or Contractor:		

GOVERNMENT FURNISHED EQUIPMENT/MATERIAL

1. GENERATORS
FOR TYPE I ROWPU
Quantity: 1 per ROWPU System
30 kW TQG
NSN: 6115-01-274-7389
Reference Paragraph C-18.5.
- 2.. TECHNICAL MANUALS
FOR ALL ROWPU TYPES
Quantity: 1 per ROWPU System
Reference Paragraph C-18.4 and C-25.2.

*** END OF NARRATIVE J 001 ***

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Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
K-2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
K-3	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-4 (a)	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (Alternate I dated APR 2002)	APR/2002

(1) The North American Industry Classification System (NAICS) code for this acquisition is 3589.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not, a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not, a woman-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not, a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not, a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -

(i) It ☐ is, ☐ is not, a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not, a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture]: _____

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh,

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Name of Offeror or Contractor:

Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

[] Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K-5 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

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Name of Offeror or Contractor:

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above (INSERT FULL NAME OF PERSON(S) IN THE OFFEROR'S ORGANIZATION RESPONSIBLE FOR DETERMINING THE PRICES OFFERED IN THIS BID OR PROPOSAL, AND THE TITLE OF HIS OR HER POSITION IN THE OFFEROR'S ORGANIZATION);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K-6 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN APR/1991
FEDERAL TRANSACTIONS

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement:

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer: and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K-7 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

(a) Definitions.

(1) Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

(2) Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an

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Name of Offeror or Contractor:

Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other:

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name: _____

TIN: _____

K-8 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER JUN/1999

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

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Name of Offeror or Contractor:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservices@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

[End of Provision]

K-9 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) ☐ are
☐ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B,C) [Language removed]

(D) [Language removed]

(E) [Language removed]

(ii) [Language removed]

(iii) The Offeror

☐ has
☐ has not,

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principals, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN A JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required

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to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

[End of Provision]

K-1052.215-6PLACE OF PERFORMANCEOCT/1997

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation,
- [] intends
- [] does not intend

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks intends in paragraph (a) of this provision, it shall insert in following spaces the required information:

Place of Performance (Street Address, City, County, State, ZIP code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent.
--	--

K-1152.219-2EQUAL LOW BIDSOCT/1995

- (a) This provision applies to small business concerns only.
- (b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

K-1252.222-22PREVIOUS CONTRACTS AND COMPLIANCE REPORTSFEB/1999

The offeror represents that--

- (a) It [] has
- [] has not
- participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114:
- (b) It [] has
- [] has not
- filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K-1352.222-25AFFIRMATIVE ACTION COMPLIANCEAPR/1984

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The offeror represents that

- (a) It ☐ has developed and has on file,
☐ has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K-14 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING OCT/2000

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that-

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(The offeror is to check each block that is applicable.)

- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

[End of Provision]

K-15 52.227-6 ROYALTY INFORMATION APR/1984

(a) Cost or charges for royalties When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor;
- (2) Date of license agreement;
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable;
- (4) Brief description, including any part or model numbers, of each contract item or component on which the royalty is payable;
- (5) Percentage or dollar rate of royalty per unit;
- (6) Unit price of contract item;
- (7) Number of units; and

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Name of Offeror or Contractor:

(8) Total dollar amount of royalties.

(b) Copies of current licenses In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

[End of Provision]

K-16

52.247-60

GUARANTEED SHIPPING CHARACTERISTICS

DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

- (i) Type of "Outer" container: Wood Box _____, Fiber Box _____, Barrel _____, Reel _____, Drum _____, Other (Specify) _____
- (ii) Shipping configuration: Knocked-down _____, Set-up _____, Nested _____, Other (specify) _____;
- (iii) Size of outer container: _____ inches (Length), x _____ inches (Width), x _____ inches (Height) = _____ Cubic FT;
- (iv) Number of items per outer container _____ Each;
- (v) Gross weight of outer container and contents _____ LBS
- (vi) Palletized/skidded _____ Yes _____ No;
- (vii) Number of outer containers per pallet/skid _____;
- (viii) Weight of empty pallet bottom/skid and sides _____ LBS;
- (ix) Size of pallet/skid and contents _____ LBS Cube _____;
- (x) Number of outer containers or pallets/skids per railcar _____ * --
Size of railcar _____
Type of railcar _____
- (xi) Number of outer containers or pallets/skids per trailer _____ *--
Size of trailer _____
Type of trailer _____

*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation _____;
- (ii) Tender/Tariff _____;
- (iii) Item _____;

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation

Name of Offeror or Contractor:

requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

[End of Clause]

K-17252.223-7001HAZARD WARNING LABELSDEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.) ACT_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

K-18252.225-7000BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATESEP/1999

(a) Definitions. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products	Line Item Number	Country of Origin
_____	_____	_____

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(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

<u>Nonqualifying Country End Products</u>	<u>Line Item Number</u>	<u>Country of Origin (If known)</u>
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K-19	252.225-7003	INFORMATION FOR DUTY-FREE ENTRY EVALUATION	MAR/1998
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(a) Does the offeror propose to furnish-

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

[] Yes

[] No

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

[] Yes

[] No

(2) Has the duty on such foreign supplies been paid?

[] Yes

[] No

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$_____

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

K-20	252.247-7022	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA	AUG/1992
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(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

[] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

[] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

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Name of Offeror or Contractor:

K-21 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAR/2001
(TACOM)

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website:
<http://www.ccr2000.com/>

K-22 52.211-4034 IDENTIFICATION OF OFFERED PART NUMBER NOV/1982
(TACOM)

(a) Offers in response to this solicitation are to be made on the contract item as defined in the Schedule (Section B) and in the accompanying Technical Data Package (TDP). Any offer made on an item that does not exactly conform to the descriptions and specifications in the TDP will not be considered for contract award. However, if the offeror manufactures or regularly sells the contract item under a part number designation other than the one set forth in Section B herein, that part number and revision or specification information shall be set forth in the spaces provided below.

Contract Line <u>Item Number (CLIN)</u>	Manufacturer's <u>Part number</u>	<u>Drawing/Specification</u>	Date and <u>Revision No.</u>
_____	_____	_____	_____
_____	_____	_____	_____

(b) By inserting the information requested above, offeror certifies that the offered part number conforms in all respects to the specifications, drawings, and requirements herein cited or incorporated by reference.

(c) If no part number information is inserted above by offeror, it is understood and agreed that offeror will supply only the part number called out in the Schedule, and that such part has no other code or designation for purpose of offeror's commercial sales.

[End of Provision]

K-23 52.215-4005 MINIMUM ACCEPTANCE PERIOD OCT/1985
(TACOM)

(a) Notwithstanding block 12 of Standard Form 33 (the front page of this solicitation) this provision shall govern. ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

(b) The Government requires a minimum acceptance period of 120 calendar days.

(c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: _____ calendar days.

K-24 52.215-4010 AUTHORIZED NEGOTIATORS JAN/1998
(TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in

Name of Offeror or Contractor:

connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE		
NAME	TITLE	TELEPHONE NUMBER
_____	_____	_____
_____	_____	_____
[End of Provision]		

K-25	52.225-4003	IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION	MAR/1990
	(TACOM)		

(a) The offeror shall indicate, by check mark, if one or more of the statements at (i) or (ii) below applies to this supply solicitation/contract. (Statement (ii) below must be reviewed and, if applicable, checked by all offerors, whether they themselves are or are not located in the United Kingdom (U.K.)

- (i) ☐ I AM a U.K. firm contracting in excess of \$1 million and the estimated total of levies contained in the offered price is: \$_____.
- (ii) ☐ I expect to award one or more subcontract(s) totaling over \$1 million to a U.K. vendor.
- (b) The offeror shall identify each U.K. subcontractor applicable to the statement at (ii) above in the space provided below.

Name	Address	Est. Value Of Subcontract	Est. Total of Levies Incl. In Price
_____	_____	_____	_____
_____	_____	_____	_____

(c) The Government intends to secure a waiver of all levies contained within the proposed price of supply contracts and subcontract(s) with U.K. firms. In the event such levies are waived, the Government and Contractor will execute a modification to this contract to reflect the dollar reduction as a result of the waiver.

(d) It is understood and agreed that the offeror's failure to complete the above certification shall constitute a representation that the offeror (i) is not a U.K. contractor, and (ii) will not execute any subcontracts valued over \$1 million with U.K. subcontractors.

[End of Provision]

K-26	52.245-4004	REPRESENTATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE	JAN/1991
	(TACOM)		

The offeror represents that there:

☐ is
 ☐ is not

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

☐ will
 ☐ will not
 ☐ may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

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NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

[End of Provision]

K-27	52.247-4010	TRANSPORTATION DATA FOR F.O.B. ORIGIN OFFERS	FEB/1994
	(TACOM)		

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

- (1) Facilities for shipping by rail
- [] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

- (2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:
- | | |
|--------|------------|
| _____ | _____ |
| (NAME) | (LOCATION) |

- (3) Facilities for shipping by water
- [] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

- (4) Facilities for shipping by motor
- [] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL:_____/Unit MOTOR:_____/Unit WATER:_____/Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Provision]

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K-2852.247-4011F.O.B. POINTSEP/1978

(TACOM)

Delivery on F.O.B. origin offers will be F.O.B. Carrier's equipment, wharf, or freight station, at the Government's option, at or near:

(1) Contractor's Plant:

(City)(State)(ZIP)(County)

(2) Subcontractor's Plant:

(City)(State)(ZIP)(County)

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Provision]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-2	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
L-3	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-4	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-5	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (ALTERNATE II) (OCT 1997)	MAY/2001
L-6	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
L-7	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-8	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-9	252.209-7003	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	MAR/1998
L-10	52.209-4005 ALT I	CONTRACT PRICE REDUCTION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL (SEPARATELY-PRICED LINE ITEM)	FEB/1998

(a) All offerors are required to insert an amount for each required item which represents the full price for First Article testing.

(b) In addition, those offerors intending to request a waiver of the First Article Approval requirement must comply with the requirements of the provision entitled PROVISION FOR WAIVER OF FIRST ARTICLE APPROVAL. (See elsewhere in this Section L.) If the successful offeror requests and is granted a waiver, the dollar amount entered for the waiver will be deducted from the total bid or proposal amount. The remaining dollar amount will constitute the price at which award will be made.

(c) See the Section M provision entitled EVALUATION FACTORS FOR FIRST ARTICLE TEST REQUIREMENT for information on the procedures to be used by the Government in evaluating competing offers when not every offeror requests a waiver of First Article Testing.

[End of Provision]

L-11	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a FIRM FIXED-PRICE 5-Year IDIQ contract resulting from this solicitation.

L-12	52.232-18	AVAILABILITY OF FUNDS	APR/1984
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Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

[End of Provision]

L-13	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served in accordance with procedures. The AMC-Level protest procedures are found at: www.amc.army.mil/amc/command_counsel/protest/protest.html. If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures. Telegraphic transmission of a protest is not

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authorized.

(b) A copy of any protest served to any agency, including GAO, shall be served concurrently to the PCO.

L-14 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES MAY/2000
(TACOM)

(a) Policy: A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest: An AMC Protest may be filed with either, but not both:

- (1) The contracting officer designated in the solicitation for resolution of protests, or,
- (2) HQ, AMC at the address designated below.

(c) Election of Forum: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests:

- (1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Ave.
Alexandria, VA 22333-0001

Concurrently submit a copy to the PCO. If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures: <http://www.amc.army.mil/amc/cc/protest.html>

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

- (4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

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(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

- contract performance will be in the best interests of the United States; or
- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

- (i) Remedies: The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:
- (1) terminate the contract;
 - (2) re-compete the requirement;
 - (3) issue a new solicitation;
 - (4) refrain from exercising options under the contract;
 - (5) award a contract consistent with statute and regulation;
 - (6) pay appropriate costs as stated in FAR 33.102(b)(2); and
 - (7) such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Provision]

L-15 52.209-4007 PROVISION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL DEC/1980
(TACOM)

- (a) The requirement entitled FIRST ARTICLE APPROVAL in Section E of this solicitation may be waived by the Government, provided that offeror meets these following conditions:
- (1) Offeror must submit a request for waiver as part of his response to this solicitation. The request for waiver should be accompanied by documentation in support of the request, such as a copy of an ACO's letter approving a First Article Test Report on a recent contract for the item, or a copy of a First Article Test Report for the same or a similar item as that herein solicited, which item has been tested and approved under the same or substantially similar specifications as those herein referenced. If a copy of a First Article Test Report is submitted in support of a request for waiver under this solicitation, the Test Report must have been approved and signed by an authorized representative of the Government.
- (2) Offeror must indicate in the spaces below the contract numbers under which the same or similar items as those herein solicited have been provided to and accepted by the Government.

- (b) Note that if a waiver is granted to the successful offeror, an accelerated delivery schedule will apply. See Section F.

L-16 52.211-4036 FORMAT OF THE TECHNICAL DATA PACKAGE (TDP) APR/2000
(TACOM)

- (a) The TDP for the contract item is available only in electronic format via the TACOM Contracting Webpage (contracting.tacom.army.mil). TACOM-Warren has discontinued its practice of providing hard copies (i.e. CD ROM) of technical data packages (TDPs). You must obtain a copy of the TDP for this solicitation via the TACOM Contracting Webpage. For those TDPs not available via the webpage, the TDP will be issued free of charge in CD-ROM format. The CD-ROM includes the necessary software to access, view, and print individual images that are included in the TDP. The CD-ROM can be read in any personal computer that includes a CD-ROM drive. If your company does not have a personal computer with a CD-ROM drive, you can take the CD-ROM disk to any of various commercial computing

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or copying/printing service, to have hard copies produced.

(b) TDPs available via the TACOM Contracting Webpage may be purchased in CD ROM format for a fee of \$4.60 each. Requests for CD ROMs and payment should be mailed to:

USATACOM
AMSTA-CM-CDD (TDP Requests)
Warren, MI 48397-5000

Make checks payable to the United States Treasury. Points of Contact for this initiative:
Gerri Mackey and Diane Woods at (586) 574-7061, and Gloria McCullough at (586) 574-7064.

[End of Provision]

L-17	52.211-4047 (TACOM)	NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (NEGOTIATED)	APR/2000
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(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(1) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.

(2) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.

(3) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

L-18	52.211-4052 (TACOM)	SOURCE NOTES ON DRAWINGS: CONFORMANCE TO MILITARY TECHNICAL DATA REQUIREMENTS	NOV/1982
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Notwithstanding the fact that ordnance drawings furnished with this solicitation may list particular manufacturer part numbers as approved sources, or as being the same as, or equivalent to, the ordnance part described on the drawing, the item to be supplied under this solicitation must conform to all specific technical requirements expressed on such drawing(s). To the extent that there may be any inconsistency between a manufacturer's part number and specific technical requirements expressed on an ordnance drawing which references the manufacturer's part number, the specific technical requirements shall control and take precedence. Bidders shall bear the responsibility of verifying that the approved part as supplied will conform with all such specific technical requirements.

L-19 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of provision]

L-20 52.215-4405 ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR EMPLOYEES; NON- NOV/2002
DISCLOSURE STATEMENT

1. This requirement is only applicable to contractor employees working at, or visiting, Detroit Arsenal. The term "contractor employee" includes employees, agents, or representatives and all employees, agents or representatives of all subcontractors and suppliers.

2. (A) Badges/Passes: Contractor employees entering the Detroit Arsenal are responsible for obtaining, and then returning, security identification badges/passes and vehicle registration decals/passes. Badges are valid only for the date spans indicated, by the Government, on each badge application form (STA Form 15 or 4109).

(B) Obtaining Badges:

"PICTURE" badges (generally issued to longer term visitors):

Furnish the Requiring Office or Procuring Contracting Officer (PCO) with two (2) copies, fully completed (those sections for each applicant), and signed, of STA Form 15 for each applicant;

"NON-PICTURE" badges (generally issued to shorter term visitors):

Upon arriving at the Detroit Arsenal at the TACOM Public Safety Office, Bldg. 232, complete a STA Form 4109 for the specific short term visit in question.

(C) Returning Badges (to the TACOM Public Safety Office, Building 232).

--Return Non-picture badges upon its expiration date.

--Return Picture badges within (3) three business days of any of the following:

The access-expiration date specified on the STA Form 15

If the contract is terminated, the date of termination;

If a visiting contractor employee is released, the date of employee release.

--Failure to comply with the requirements of this paragraph 2C may

be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be taken into account by the Government in evaluating the contractor's past performance on future acquisitions .

(D) All contractor employees, while on the premises at TACOM Warren, shall continually wear the badge, which shall be visible at all times.

(E) The identification badge or pass issued to employees of the contractor is for his own use only. Misuse of the badge or pass, such as permitting others to use it will result in criminal charges under Title 18 USC 499 and 701, and barring the employee from the Detroit Arsenal property.

(F) If the contractor obtains a new or follow-on contract that again requires physical access to the Detroit Arsenal property, he shall obtain new badges for his employees, indicating the new or follow-on contract number. The security policies described in this clause apply to any contractor employee on base in connection with any contract with TACOM-Warren.

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3. At the discretion of the Detroit Arsenal Commander, any individual known to have a criminal background involving violence may be denied access to the Detroit Arsenal. Fingerprinting of employees and any other procedure deemed necessary for the security of Detroit Arsenal may be required at the discretion of Detroit Arsenal Public Safety Office.
4. Any contractor employee attending meetings with Government employees within or outside the Detroit Arsenal boundaries, shall, at the beginning of the meeting, announce that he/she is a contractor employee. He/she must state the Contractor's name and address, and state the name of all other companies or persons that (a) currently employ him, or (b) that he currently represents. In addition, for the duration of the meetings, the contractor employee shall wear a second visible badge that displays the contractor's company name.
5. If a visiting contractor is working on a classified contract, his/her visit request, with security clearance information, must be approved by the Detroit Arsenal Industrial Security Specialist and be held on file the Detroit Arsenal Intelligence and Security Division. Government employees hosting meetings will verify that the contractor employees security clearance information is on file in the Detroit Arsenal Intelligence and Security Division prior to contractor access to classified information.
6. All contractor employees working on the U.S. Army installation, Detroit Arsenal, in the State of Michigan, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army. Also, they must comply with any existing applicable regulations promulgated by Detroit Arsenal. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPO) and Army Regulation 380-5, Department of the Army Information Security Program.
7. Each contractor employee working at the Detroit Arsenal property under this contract shall sign a Non-disclosure Agreement on their company's letterhead prior to commencing work under the contract or obtaining the badges permitting access to the property. There will be one Non-disclosure Agreement for each employee. The Non-disclosure Agreement shall be in the format indicated below. A copy of the agreement will be made a part of the contract file.

FORMAT FOR
NON-DISCLOSURE AGREEMENT

I, _____, an employee of _____, a Contractor providing support services/supplies to Detroit Arsenal or its tenants (hereinafter Detroit Arsenal), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number _____, agree to and promise the following:

WHEREAS RECIPIENT is engaged in delivery support services to Detroit Arsenal under contract; and

WHEREAS, It is the intention of Detroit Arsenal to protect and prevent unauthorized access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and, WHEREAS, Detroit Arsenal acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,

WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and,

WHEREAS, "nonpublic information" includes, but is not limited to such information as:

Proprietary information (e.g., information submitted by a contractor marked as proprietary. However please note: THIS NON-DISCLOSURE STATEMENT IS NOT SUFFICIENT TO ALLOW CONTRACTORS ACCESS TO ANOTHER CONTRACTORS PROPRIETARY INFORMATION. FOR THAT, A SEPARATE CONTRACTOR TO CONTRACTOR AGREEMENT IS REQUIRED.);

Advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies);

Source selection information (SSI) (e.g., bids before made public, source selection plans, and rankings of proposals)(PLEASE NOTE: THIS AGREEMENT ALONE DOES NOT AUTHORIZE ACCESS TO SSI--ONLY PCO OR SOURCE SELECTION AUTHORITY CAN AUTHORIZE SUCH ACCESS.);

Trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor);

Attorney work product;

Information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and

Other sensitive information that would not be released by Detroit Arsenal under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT

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will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: _____ (signature)

PRINTED NAME: _____

TITLE: _____

EMPLOYER: _____

[End of clause]

L-21 52.215-4502 PARTNERING

APR/1999

(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the Government, the contractor, and it's major subcontractors engage in the Army Materiel Command (AMC) Model Partnering process.

(b) Participation in the AMC Model Partnering process is entirely voluntary and is based upon a mutual commitment between Government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

(c) After contract award, the Government and the successful offeror will decide whether or not to engage in the AMC Model Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the AMC Model Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

(d) The establishment of a Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering process, as well as the principles and procedures set forth in the AMC Partnering Guide.

(End of provision)

L-22 52.215-4850 ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION
(TACOM)

MAR/2003

(a) You must submit your offer via paperless electronic media (See Paragraph (b) below.). Unless paper copies are specifically requested elsewhere in this solicitation (in Section L), offers submitted in paper form are unacceptable. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:

(1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.

(4) Other electronic formats. Before preparing your offer in any other electronic format, please e-mail the buyer identified in Block 10 of the solicitation cover sheet (Government Standard Form 33), with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the closing date. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in rejection of your offer. All alternate methods must be at no cost to the Government.

NOTE (Compression): The above formats may be submitted in compressed form using Winzip*. Self-extracting files are not acceptable. Check with the buyer before using any product other than Winzip for file compression.

NOTE (Hyperlinks): Documents [submitted using any of the above formats] must not contain active links (hyperlinks) to any other documents that are not contained in the proposal. This includes links to live Internet web sites or web pages. All linked information must be contained within your electronic offer and be accessible offline.

NOTE (Macros): The virus scanning software used by our email systems cannot always distinguish a macro from a virus. Therefore, sending a macro embedded in an email message or an email attachment may cause the email offer to be quarantined. In that event subparagraphs (f) and (g) apply.

(b) Acceptable media: You must submit your offer via 100 megabyte or 250 megabyte Zip*-disk, or 3 1/2 inch disk, or 650 megabyte CD ROM, E-mail, or datafax. Identify the software application, and version, that you used to create each file submitted. The word "datafax" used

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in this clause means "facsimilie" as defined at FAR 52.215-5.

(1) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.215-1(c), found within the provision, "Instructions to Offerors--Competitive Acquisition", listed in Section L. Your attention is also called to the entirety of that provision--all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s)(one offer can comprise multiple disks). You must also submit only one offer/submission per envelope. Notwithstanding language in Block 9 of the SF 33 cover sheet of this solicitation that may state otherwise, submit ONLY ONE (1) of each disk (no additional copies required). If you will be sending your CD or ZIP disks by any method other than US Postal Service, see the Section L provision 52.215-4003 (TACOM), entitled "Handcarried Offers," for delivery instructions.

(2) E-MAIL. If you choose to use e-mail, address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Use the file compression described in the NOTE in paragraph (a) above. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(3) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. DO NOT FAX OFFERS TO THE BUYER. SIMILARLY, DO NOT ADDRESS THE FAX TO THE BUYER. YOU MUST ADDRESS THE FAX TO THE ATTENTION OF offers@tacom.army.mil AS THIS IS THE LOCATION WHERE YOUR FAX MUST BE RECEIVED. THE COVER PAGE OF THE FAX MUST CLEARLY INDICATE THAT THE FAX SHOULD BE SENT TO offers@tacom.army.mil.

Paper faxes are not acceptable. Transmit only one offer for each datafax transaction. Clearly identify the offer as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: offers@tacom.army.mil. Offerors may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph (e) below for the minimum requirements of your offer. Maximum size of datafax offers is three and one-half megabytes (3.5MB), the same limitation as that for e-mail offers. For your datafax, use the same subject line as that for e-mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Unless specifically instructed otherwise in this solicitation, select only one medium by which to transmit each offer. For instance, do not submit an offer via 100 or 250 megabyte Zip*-disk AND e-mail.

(c) Lateness rules for submitted disks, e-mail, or datafax submissions are outlined in FAR 52.215-1, "Instructions to Offerors--Competitive Acquisition", listed in Section L of this solicitation. Pay particular attention to paragraph (c)(3) of that clause as it relates to the timing of e-mail or datafax submissions.

(d) Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

(e) Electronic offers must include, as a minimum:

(1) The SF33 cover sheet filled out. SIGNATURE: For offers submitted via disk or CD ROM per (b)(1) above, this SF 33 cover sheet must be signed and included electronically in your disk or CD. Clearly label the disc/CD ROM as described in paragraph (b)(1) above, adding the name and title of the signer authorizing your company, your company name, and then sign the LABEL itself. Datafaxed offers also must include a signed SF 33 cover sheet. E-mailed offers must also include a signed SF 33 cover sheet that can be either faxed or scanned. If faxed to the TACOM Network Fax Server (1-586-574-5527), you must annotate that it is being submitted together with your e-mailed offer. If scanned, attach it to your e-mail offer (or first e-mail message if you are sending multiple e-mails due to length).

(2) All applicable fill-in provisions from Sections A, B, F, and K of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, Section E provisions filled in (if applicable): Inspection Point: Origin, TACOM clause 52.246-4028. All applicable fill-ins must be completed and submitted by the offeror.

(3) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

(4) Any other information required by the solicitation.

(f) Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

(g) Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph (f) above.

*Registered trademark

[End of Provision]

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CHARGE.

- (b) PTACs provide their clients with...
- marketing advice
 - information on sales opportunities and partnering prospects
 - help with preparing offers
 - matching your firm's services and products to Government requirements
 - copies of Government specifications (sometimes for a fee)
 - post-award guidance
 - referrals to other business assistance resources
 - newsletters, which typically discuss Government policy changes and upcoming seminars and trade fairs

- (c) To find the PTAC nearest you, visit <http://www.dla.mil.ddas.default.htm> on the World Wide Web.

[End of Provision]

L-24	52.233-4000 (TACOM)	NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM	AUG/1999
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(a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

- (c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM
AMSTA-AQ-C (Ms. Shepherd)
Warren, MI 48397-5000

shepher1@tacom.army.mil

(586) 574-6597 or 6547

- (e) If you contact Ms. Shepherd, please provide her with the following information:

- (1) TACOM solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

- (g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Ave.
Alexandria, VA 22333-0001

Voice Phone: (703)-617-8176
Fax Phone: (703)-617-4999 or 5680.

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If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

www.amc.army.mil/amc/command_counsel/protest/protest.html

[End of Provision]

L-25	52.245-4002 (TACOM)	ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING	MAR/1996
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(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

(b) As used in this solicitation/contract, FACILITIES means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights in it, buildings, structures, improvements, and plant equipment.

(c) As used in this solicitation/contract, SPECIAL TEST EQUIPMENT means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in the performance of the contract. Such testing units comprise electrical, electronic, hydraulic, pneumatic, mechanical, or other items or assemblies of equipment, that are mechanically, electrically, or electronically interconnected so as to become a new functional entity, causing the individual item or items to become interdependent and essential in the performance of special purpose testing in the development or production of particular supplies or services. The term SPECIAL TEST EQUIPMENT does not include: (1) material; (2) special tooling; (3) buildings and nonseverable structures (except foundations and similar improvements necessary for the installation of special test equipment); and (4) plant equipment items used for general plant testing purposes.

(d) As used in this solicitation/contract, SPECIAL TOOLING means all jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, and their replacements, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the development or production of particular supplies or parts of them, or the performance of particular services. The term includes all components of such items, but does not include: (1) material; (2) special test equipment; or (3) buildings, and nonseverable structures (except foundations and similar improvements necessary for the installation of special tooling), general or special machine tools, or similar capital items.

[End of Provision]

L-26	52.246-4051 (TACOM)	OFFEROR'S QUALITY ASSURANCE SYSTEM	FEB/1998
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(a) This solicitation will result in a contract that will require the contractor to use a quality-assurance system to ensure the quality of the contract items.

(b) To allow TACOM to analyze your proposed quality system, especially if that system is not based on a national or international standard, you must identify your system as part of your response to this solicitation. Section E of this solicitation includes a clause that asks you to identify what quality-assurance system you will use if awarded a contract.

(1) If you indicate in Section E of this solicitation that your quality system conforms to one of the ISO 9000-series standards, or to QS 9000, or to ANSI/ASQ 9001 or 9002, this is a sufficient description: you need not further describe your quality system in your response to the solicitation.

(2) If your quality system does not conform to any of the standards listed in (b)(1) immediately above, then in addition to identifying in Section E of this solicitation the name of the quality system you intend to use, you also must provide a description of your proposed system, in enough detail to let us assess its suitability for use in performing the resulting contract. This is of particular importance if your proposed system is unique, using quality control methods and techniques that your company has developed in-house. (Note, however, that if the quality system you intend to use is one that conforms to MIL-Q-9858, MIL-I-45208, or another comparable military specification or standard, you don't need to send us a copy of the standard: just identify in Section E of your offer which standard you intend to use).

(3) If you provide a description of your quality system, make sure that your description covers how your system:

--achieves defect prevention, and

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--provides process control, and
--ensures adequate quality controls throughout all areas of contract performance.

If some of the features of your system are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response to this solicitation. If your system is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your system description. You need not physically attach a copy of a textbook to your offer.

(c) If you already described your quality system as an attachment to another TACOM solicitation within the previous 90 days, you can either send us another copy, or simply identify the number of the previous solicitation.

(d) If you do not provide us a description of your quality system, or if the description you send does not show all of the required features as stated in paragraph (b) above, your offer may be ineligible for contract award.

(L-27 through L-30 Reserved)

L-31 GENERAL

L-31.1 The proposal shall be submitted electronically in the format and quantities set forth below. All proposals shall be in English (American Standard) language. All proposals shall be in U.S. dollars. In preparing proposals, the offeror shall cross-reference their response within each section of the proposal to the pertinent evaluation criteria in Section M. Where a proposal would become duplicative of a response already given, it shall reference and not restate the same information. Each section of the proposal shall be separable to facilitate review by the Government. Your proposal shall include all information specified and address all requirements outlined in Section L.

L-31.2 The offerors proposal/offer as required by this section shall be evaluated as set forth in Section M of this solicitation.

L-31.3 The proposal shall be submitted in four separate volumes/electronic folders. The volumes/electronic proposals shall be clearly labeled as:

- Volume I, Certifications/Representations, 1 electronic copy
- Volume II, Past Performance Area Proposal, 1 electronic copy
- Volume III, Price Area Proposal, 1 electronic copy
- Volume IV, Small Business Participation Area Proposal, 1 electronic copy

L-31.4 Submission of Electronic Media. Offerors shall submit electronic versions of their material. All submissions shall be compatible with Windows 95 (or higher) software. The electronic versions of Volumes II and IV (Past Performance Area and Small Business Participation Area Proposals) shall utilize Microsoft Word or compatible software. The electronic version of Volume III (Price Area Proposal) shall use Microsoft Excel (Version 5 or higher) or comparable software. All volumes shall be in separate electronic files and appropriately labeled.

L-31.5 Unless this RFP expressly authorizes alternate proposals with respect to specific terms or conditions of this RFP, any failure or refusal by the offeror to assent to any of the terms and conditions of this RFP or any imposition of conditions, or any material omission in an offer, may constitute a deficiency. See FAR 15.301, which will make the offer unacceptable. A deficiency may be corrected through discussion; however, the Government intends to award a contract without discussions, as permitted by FAR 15.306(a). Therefore, offerors are warned to consult with the contracting officer before submitting an offer that takes exception to any term or condition of this RFP. The Government reserves the right to conduct discussions and to permit offerors to revise their proposals.

L-31.6 You are urged to examine this solicitation in its entirety to ensure that your proposal contains all necessary information, provides all required documentation, and is complete in all respects. Contact the contracting officer or the person listed in Block 10 of page 1 by telephone or email if you do not understand these instructions.

L-31.7 Please note that submission of the Past Performance Proposal Volume is requested 15 days prior to the formal RFP closing date specified in Block 9 of page 1.

L-32 VOLUME I - CERTIFICATIONS/REPRESENTATIONS, (1 Electronic Copy)

L-32.1 In this volume offerors will provide:

(1) One copy of SF 1449 signed by a person authorized to sign bids, quotations or proposals on behalf of the offeror. Include completed fill-ins of SF 1449 blocks 17, 17b, 30, 30b and 30c.

(2) One copy of this solicitation (Sections A -K) with all fill-ins completed, including the proposed contract line item prices

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inserted in the appropriate spaces in Section B of the RFP for each priced Contract Line Item Number (CLIN) and sub CLIN.

(3) A list of any exceptions the offeror takes to any term, condition or requirement contained in the solicitation and the basis for each exception.

L-32.2 The completion and submission to the Government of the above items will constitute an offer and will communicate your firms unconditional assent to the terms and conditions in this RFP, including any attachments hereto and documents incorporated by reference. Acceptance of an offer will create a binding contract.

L-33 VOLUME II - Past Performance Area
(1 Electronic Copy)

L-33.1 The Past Performance Area has no Elements.

L-33.2 NOTE: Offerors are requested to submit Past Performance Proposal information required below 15 days prior to the RFP closing date. The basic information submitted may be supplemented up until the closing date of the RFP or any extension of that date. While compliance with this request is not mandatory, it will help the Government expedite the evaluation process once offers have been received. If the offeror plans to submit an offer but cannot comply with this request, please notify the PCO by e-mail at millert@tacon.army.mil or the person listed in Block 10 of page 1 of this solicitation.

L-33.3 Provide information for your recent, relevant contracts, and those of your proposed significant subcontractors, including Federal, State and local government and private industry contracts. Recent contracts are those with any performance-taking place within three (3) years previous to the date of solicitation issuance. Relevant contracts are those which are similar in scope to the requirements of this solicitation. Commercial contracts may be included. Each past contract does not have to meet all of the requirements below to be considered relevant, but we are especially interested in experience relative to:

- a. Military Water Purification Equipment
- b. Building to a Government Technical Data Package (TDP)
- c. Logistics Requirements
- d. Testing

L.33.3.1 (reserved)

L.33.4 (reserved)

L-33.5 Provide the following for each prior Contract (both prime and "significant" subcontractors--"significant" subcontractors are subcontractors, exclusive of raw material or component suppliers, whose total work contribution exceeds 10% of the total proposed price). You should include in your proposal the written consent of your proposed significant subcontractors to allow the Government to discuss the subcontractors' performance history during exchanges of information with you. For each significant subcontractor contract identified by the offeror as being recent/relevant to the instant effort, provide the following:

a. Identify in specific detail why or how you consider the historical contract effort to be relevant or similar to the approach you propose to meet the requirements of this solicitation. Provide a description of the scope of work requirements and a discussion of similarities between the contract scope you are reporting and the scope of this solicitation.

b. Identify your (and any partners or significant subcontractors) CAGE and DUNS number.

c. Government or commercial contracting activity technical representative, address, telephone number, fax number and Email address.

d. If an U.S. Government contract, Procuring Contracting Officer and Administrative Contracting Officer name, address, telephone number, fax number and Email address. If not AN U.S. Government contract, the equivalent information for foreign Government or commercial contracts

- e. Contract Number.
- f. Contract Type.
- g. Award Price.
- h. Production Quantities and rate of production.
- i. Overall dates of contract performance.
- j. Identification of Customer.
- k. Final, or projected final, Price.
- l. Original contract delivery schedule requirements.
- m. Final, or projected final requirements.

n. For any proposed contracts that did not or do not meet the original contract requirements with regard to cost, schedule or technical performance, provide a detailed explanation of the reasons for such shortcomings and any demonstrated corrective actions taken to fix the problem and avoid reoccurrence.

o. Provide a brief narrative explanation that describes the technical and delivery performance achieved to date on each contract. If it is a U.S. Government contract, the offeror shall also provide a copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action taken by the offeror or partner or significant

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Name of Offeror or Contractor:

subcontractor.

L-33.3.1 For each of these contracts, the offeror shall submit to the PCO, ACO, and COR identified, within SEVEN days of receipt of the RFP, a copy of the questionnaire electronically attached in Section J, Attachment 014, ATTACHMENT N, Past Performance Questionnaire. The offeror shall instruct the ACO, PCO, and COR to complete these questionnaires and electronically return them NLT 15 days before the RFP closing date (see block #9 of SF33 of RFP) to the following email address: petermad@tacom.army.mil.

L-33.3.2. In addition, the offeror shall prepare and submit to the Government (within 7 days of receipt of the RFP) a list of the references to which the past performance questionnaire was sent. The reference list shall contain the following information prepared in the following format:

- a. Contract Number
- b. Contract Type
- c. Program Title or Brief Description (50 words or less) of Work Performed
- d. P/S (Enter P if performed as a prime contractor or S if performed as a subcontractor)
- e. POC/Telephone No.
- f. Date Questionnaire Sent

(Chart compressed to fit page. Offerors may expand and format for a landscaped page.)

The Contracting Officer will contact those references that did not respond to the past performance questionnaire.

L-33.4 Cancellations or Terminations. Identify any recent contracts (in the last 3 years) which have been terminated or cancelled for any reason, in whole or in part, to include those currently in the process of termination and those not similar to the proposed effort. Include prime contracts, contracts under which you were a subcontractor and any of your major subcontractors' contracts. Provide the information requested above for any of these contracts. If there were no terminations or cancellations, please state that. The contractor shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary.

L-33.5 Corporate Entities. If any contract was performed by a corporate entity or division other than the corporate entity or division that would perform the work under this solicitation, please identify them and indicate to what extent those entities will perform work under this effort. If they have relocated or changed ownership since performance of the listed efforts, please describe any changes in terms of personnel, facilities or equipment, from those expected to perform this effort.

L-33.6 Key Personnel. If you have limited or no recent or relevant past performance, but have key personnel who will be playing a significant role in this contract performance and who have had significant and similar responsibilities in conjunction with recent, relevant contracts or subcontracts with a previous employer, we may consider this experience in our evaluation of performance risk. In order for us to consider such experience, please identify these key personnel, their roles and responsibilities for their previous employer and their roles and responsibilities as planned for the current solicitation requirement. Also provide similar information to that identified in L-33.5 above, for the recent, relevant contracts of the Predecessor Company.

L-33.7 Predecessor Company. Likewise, if you or a significant subcontractor only have relevant and recent performance history as part of a predecessor company, we may consider that past performance in our evaluation of performance risk. Please provide the information identified in L-33.5 above, and the paragraphs addressing "Cancellations or Terminations" and "Corporate Entities", for those recent, relevant contracts of that predecessor company.

L-33.8 We may use data you provide and data we gather independently from other sources to evaluate past performance. Since we may not interview all the sources you provide, it is incumbent upon you to explain all the data you provide. We do not assume the duty to search for data to cure problems we find in proposals. The burden of providing thorough and complete past performance information remains with the offerors. We may assign a higher risk rating to your proposal, or reject your proposal if it does not contain the information requested.

L-34 VOLUME III - Price Area
(1 Electronic Copy)

L-34.1 There are no Elements under this Area.

L-34.2 The Contractor shall include their unit and total prices on Schedule B, for the First Article effort, First Year Ordering Period through Fifth Year Ordering Period.

First Article Test Units, Effort, and Data Items

0001AA First Article Production Unit, Type I
0002AA First Article Production Unit, Type II
0003AA First Article Test Effort & Report,

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Name of Offeror or Contractor:

First Year Ordering Period

1001: Type I
1002: Type II
1003: Type III

Second Year Ordering Period

2001: Type I
2002: Type II
2003: Type III

Third Year Ordering Period

3001: Type I
3002: Type II
3003: Type III

Fourth Year Ordering Period

4001: Type I
4002: Type II
4003: Type III

Fifth Year Ordering Period

5001: Type I
5002: Type II
5003: Type III

Contract Data Requirements List (CDRL) Items. CDRL's are not separately priced. The price of data requirements shall be included in the appropriate Clin.

- A001 CDRL: Meeting of Minutes
- A002 CDRL: Engineering Change Proposal
- A003 CDRL: Notice of Revision
- A004 CDRL: Request for Deviation
- A005 CDRL: LMI Data/Pre-Procurement Screening
- A006 CDRL: Provisioning Parts List
- A007 CDRL: Design Change Notice
- A008 CDRL: Engineering Data for Provisioning
- A009 CDRL: Technical Manuals
- A010 CDRL: Shipment and Storage Instructions
- A011 CDRL: Packaging Data Elements
- A012 CDRL: Special Packaging Instructions
- A013 CDRL: (reserved)
- A014 CDRL: Corrective Action
- A015 CDRL: Quality Conformance Inspections

L-34.3 Price Detail Required. For each Unit Price listed in Schedule B, the offeror shall provide the following information:

- (1) Total Labor Hours (Manufacturing and Engineering). Provide the total labor hours on a per unit basis. Provide a breakdown of the labor hours associated with the manufacturing and engineering (if applicable) efforts involved for each requirement. Identify each labor category and/or classification as associated by its own labor rate and in accordance with your accounting system. Provide a narrative explanation for the basis of the proposed labor hours, including how the impacts from learning will reduce the manufacturing hours across the ordering years.
- (2) Total Material/Purchased Parts. Provide the total material cost on a per unit basis. For material/purchased parts of \$50 value or more per unit, also provide a priced bill of material list including the following information for each applicable CLIN and CDRL requirement:

- Part Number
- Vendor Name
- Nomenclature/Description
- Unit Price

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Quantity per Unit
Extended Price (unit price x quantity per unit)
Basis of price (quote, estimate or history)
Identify whether the item is sole source or competitively priced.
For the out-years, use narrative to address any escalation adjustments (or lack thereof)

(3) Profit Rate. Provide the proposed profit rate. Provide the basis for the rate.

L-34.4 In addition to the above information, the Government reserves the right to request more detailed price breakdown data to support its determination of price reasonableness/realism.

L-35 VOLUME IV - Small Business Participation Area
(1 Electronic Copy)

L-35.1 Small Business Participation Area: All offerors who have performed a contract within 3 years of the date of release of this RFP which includes FAR 52.219-8 (Note: Virtually all Federal Government Contracts include FAR 52.219-8) shall provide information substantiating compliance with the requirements of FAR 52.219-8. Substantiation may include providing (1) a description of any methods or techniques used to promote small business participation through subcontracting; and/or (2) any listings of U.S. small business concerns who are subcontracting candidates; and/or (3) a description of the internal procedures used to foster and/or monitor participation by small business subcontractors during contract performance; and/or (4) any information substantiating prior compliance with the requirements of FAR 52.219-8; and/or (5) identification of actual supplies/services to be subcontracted to U.S. small business concerns, on the instant action, to include the name and type of small firm (small business (SB), veteran-owned small business(VOSB), service-disabled veteran-owned small business concerns (SVOSB), HUBZone small business (HUBZ SB), small disadvantaged business (SDB), and woman-owned small business (WOSB) receiving the subcontract.

L-35.2 If the offeror has not performed on a contract in the past three years which included FAR 52.219-8, the offeror shall so state.

*** END OF NARRATIVE L 001 ***

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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

	Regulatory Cite	Title	Date
M-1	52.209-4006, ALT IV (TACOM)	EVALUATION FACTORS FOR FIRST ARTICLE TEST REQUIREMENT (REQUIREMENTS CONTRACT/INDEFINITE QUANTITY CONTRACT)	DEC/1999

(a) If the offeror submits a request for waiver of First Article Approval but fails to comply with the requirements of the provision entitled PROVISION FOR WAIVER, the requested waiver may not be granted. If the waiver is not granted, more favorable alternative offers of price or delivery, conditioned upon the granting of a waiver, will not be considered in the evaluation process

(b) DELIVERY:

(1) As specified in this solicitation, the Government reserves the right to waive the requirement entitled FIRST ARTICLE APPROVAL. In the event of a waiver, the Government will compute a delivery schedule for the first delivery order issued hereunder by excluding all lead times that would be included if first article approval were required. However, in no event shall such accelerated delivery schedule for the first delivery order be considered as an evaluation factor for award, even if such schedule would be more advantageous to the Government. (Note that delivery orders subsequent to the first order shall have delivery schedules as specified in individual orders, or as specified in Section B or F herein, regardless of whether First Article Approval applied initially. Note further that, absent a waiver, the Government expects to require First Article Approval only once during the course of this contract--in conjunction with the first delivery order to be issued hereunder. However, the Government reserves the right to require additional first article testing if the Contractor (i) changes or moves the production facility at which the contract item is manufactured, or (ii) submits a significant configuration change in the form of an Engineering Change Proposal (ECP/VECP) or a Request for Deviation or Request for Waiver (RFD/RFW), during or after performance on the first delivery order.)

(2) If an offeror requests waiver of First Article Approval but takes exception to the resulting delivery schedule for the first delivery order as described above, the requested waiver will not be granted. In consequence, any award to that offeror shall include all First Article Approval requirements, and the delivery schedule for the first delivery order shall include the appropriate first article lead times.

(c) PRICE EVALUATION FACTORS:

(1) As specified in this solicitation, the Government reserves the right to waive the requirement entitled FIRST ARTICLE APPROVAL, and subtract the price of the proposed First Article Test (at Section B, Item 0003AA) from the proposal of offerors who elect to seek such a waiver. In the event that the offeror requests and receives a waiver of First Article Approval requirements, the price for such testing, as identified by the offeror in Section B, Item 0003AA, shall be deducted from the total price otherwise cited for the materiel herein solicited. The offer will then be evaluated for award at the resulting alternate price.

(2) If the offeror requests a waiver of First Article Approval requirements, but fails to separately identify the cost of First Article Testing in Section B, Item 0003AA of this solicitation, the Government reserves the right to evaluate the offer based upon the price for Item testing and report, and to require that offeror perform on the contract at such price whether or not the First Article requirement is waived, at no additional cost to the Government.

(3) If the offeror requests but is not granted a waiver of First Article Approval, evaluation for award will be based upon the full amount entered for Item 0003AA: the amount entered for item testing will not be deducted by the Government. [End of Provision]

M-2	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001
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(a) We'll award a contract to the offeror that:

(1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified in Section M, and

(2) submits a bid or proposal that meets all the material requirements of this solicitation, and

(3) meets all the responsibility criteria at FAR 9.104.

(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:

(1) arrange a visit to your plant and perform a preaward survey;

(2) ask you to provide financial, technical, production, or managerial background information.

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(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.

(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

M-3 52.216-4006 METHOD OF PRICE EVALUATION OCT/2001
(TACOM)

(a) The unit price for each year will be multiplied by the estimated annual requirement for the corresponding year, and the results for each year added together to produce the evaluated price for the total estimated quantity. Based on this method of evaluation, award will be made to the responsible offeror whose offer represents the lowest evaluated price, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

(b) If this solicitation contains quantities to be shipped FOB Origin, transportation cost may be evaluated as specified in the EVALUATION OF TRANSPORTATION COSTS provision elsewhere in this Section, and award will be made to the responsible offeror whose offer represents the lowest evaluated price including transportation costs, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

(M-4 through M-9 Reserved)

M-10 Basis for Award

M-10.1 Selection of Successful Offeror:

M-10.2 The award of this contract will be made to that responsible offeror whose proposal, in the Source Selection Authority's opinion, represents the best value to the government, based on the criteria set forth in this section M. The evaluation of proposals submitted in response to this solicitation shall be conducted on a source selection basis utilizing a "tradeoff" process to obtain the best value to the Government. The Government will weigh the evaluated proposal (other than the Price Area) against the evaluated price to the Government. As part of the tradeoff determination, the relative advantages and/or disadvantages of each proposal shall be considered in selecting the offer that represents the best overall value to the Government. The Government reserves the right to make no award as a result of this solicitation, if upon evaluation, none of the proposals are deemed likely to meet the schedule or technical requirements at an acceptable level of risk and/or price. The Government intends to award a contract without discussions, as permitted by FAR 15.306(a).

M-10.3 In order to determine the best value, we will evaluate three areas: Past Performance, Price and Small Business Participation. The relative order of importance of the 3 Areas is detailed in paragraph M-13 below.

M-10.4 The Price Area and non-Price Areas of each proposal will be evaluated. However, the closer the offeror's evaluations are in the non-Price Areas, the more significant the Area of Price becomes in the decision. Notwithstanding the fact that the Price Area is not the most important consideration, it may be controlling when:

- (a) two or more proposals are otherwise considered equal;
- (b) an otherwise superior proposal is unaffordable; or
- (c) the advantages of a higher rated, higher priced proposal are not considered to be worth the price premium.

M-10.5 Evaluation of Proposal Risk and Performance Risk:

M-10.5.1 During the evaluation process, the Government will assess the merits and risks (proposal risk and performance risks) of the offerors proposal. It is important to distinguish the difference between proposal risk and performance risk:

M-10.5.2 Proposal Risks. Proposal Risks are those risks associated with an offerors proposed approach in meeting the Government Requirements. Proposal Risk is assessed by the Source Selection Evaluation Board (SSEB) and is integrated into the assessment of the Price Area, and as a part of the Small Business Participation Area rating.

M-10.5.3 Performance Risks. Performance Risks are those risks associated with the probability that an offeror will successfully perform the solicitation requirements as indicated by that offerors record of past and current performance. Performance risk will be assessed by the Source Selection Evaluation Board (SSEB) in the Past Performance Area, and as a part of the Small Business Participation Area rating.

M-11 Rejection of Offers. The government may reject, without evaluation, any proposal which:

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a. Merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms without support and elaboration as specified in Section L of this solicitation; or

b. Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFPs requirements due to submission of a proposal which is unrealistically high or low in price and/or unrealistic in terms of technical or schedule commitments; or

c. Contains any unexplained significant inconsistency between the proposed effort and Price, which implies the offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract; or

d. Is materially unbalanced as to price. An offeror is materially unbalanced as to price when, in the judgment of the Procuring Contracting Officer (PCO), it cites prices that are significantly less than cost for some work, and significantly more than cost for other work.

e. Fails to meaningfully respond to the Proposal Preparation Instructions specified in Section L of this solicitation.

M-12 (reserved)

M-13 Evaluation Criteria:

(a) There are three evaluation Area as follows:

- Past Performance
- Price
- Small Business Participation

(b) Past Performance is most important and is slightly more important than Price. Price is significantly more important than Small Business Participation. Additionally, as required to be defined by FAR 15.304(e), the non-Price Areas, when combined, are significantly more important than the Area of Price.

M-13.1 Area 1: Past Performance:

The Area of Past Performance will be evaluated as follows:

(a) The assessment of Past Performance will be based on the offerors and significant subcontractors current and past record of contract performance. We will consider contracts performed within the last 3 years (as of the date of this RFP), as it relates to the probability that the offeror will successfully accomplish the required effort. When addressing performance risk, the Government will focus its inquiry on the offerors and major subcontractors' record of performance as related to program requirements including (1) technical, (2) delivery, (3) customer satisfaction/business relations. Only performance on recent prior contracts which have relevance to the instant RFP requirements will be considered as predictors of future success.

(b) Significant achievements, problems, or lack of relevant data in any element of the work can become an important consideration in the source selection process. The existence of negative prior performance findings may result in a rating which reflects elevated performance risk. Offerors without a recent record of relevant Past Performance upon which to base a meaningful performance risk prediction will be rated as "Unknown Risk", which is neither favorable nor unfavorable.

(c) In evaluating each offerors performance history, the Government will look at the offerors delivery performance, and that of any significant subcontractors, against the contracts original delivery schedule unless the delay was Government caused. Schedule extensions that were the fault of the offeror, or a proposed Subcontractors fault, even if consideration was provided, will be counted against the offeror. The Government will also evaluate general trends in past performance, including demonstrated corrective actions.

(d) Additionally, the offeror may be evaluated based on other internal Government or private source information. While the Government may elect to consider data obtained from external sources other than the proposal, the burden of providing thorough and complete past performance information rests with the offeror.

M-13.2 Area 2: Price

M-13.2.1 The Price Area evaluation will consider the total evaluated price to the Government. The assessment of total evaluated price will include consideration of the reasonableness and realism of the proposed prices. A price is considered reasonable if that price does not exceed what would be incurred by a prudent person in the conduct of competitive business. Realism asks the question, Does the proposal accurately reflect the offerors proposed effort to meet program objectives and requirements? The results of the realism assessment may be used in the assessment of proposal risk and in determining offeror responsibility, but will not be used to adjust the offerors total evaluated price.

M-13.2.2 Notwithstanding any other provision to the contrary, the Government may, at its sole discretion, waive all first article test

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requirements, or portions of those tests, for any offeror that qualifies for a waiver. In the event a waiver is granted, the amount proposed for the first article test, or the portions of the first article test which are waived, shall be deducted from the total evaluated price.

M-13.2.3 The total evaluated price will be determined as follows:

The total evaluated price will be the cumulative total of the proposed total prices for each CLIN and sub CLIN as follows:

0001AA First Article Production Unit, Type I, 1 each
0002AA First Article Production Unit, Type II, 2 each
0003AA First Article Test Effort & Report, 1 report

1001: Type I, 8 each
1002: Type II,12 each
1003: Type III, 1 each
2001: Type I, 5 each
2002: Type II,13 each
2003: Type III, 1 each
3001: Type I, 5 each
3002: Type II, 15 each
3003: Type III, 1 each
4001: Type I, 5 each
4002: Type II,12 each
4003: Type III, 1 each
5001: Type I, 5 each
5002: Type II, 5 each
5003: Type III, 1 each

M-13.3 Area 3: Small Business Participation

The Government will evaluate the extent to which offerors have complied with FAR 52.219-8, Utilization of Small Business Concerns, over the last three years. This evaluation will be a risk assessment of the probability the offeror will comply with the requirements of FAR 52.219-8, as evidenced by the offerors (a) management practices and approach to award of subcontracts to small firms; and/or (b) past performance history of complying with FAR 52.219-8. Where an offeror has not held Contracts within the past 3 years which included FAR 52.219-8, an Unknown Risk rating will be assigned.

*** END OF NARRATIVE M 001 ***